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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CENTURY-NATIONAL INSURANCE
COMPANY, a California corporation,
PACIFIC PIONEER INSURANCE
GROUP, INC., a Delaware corporation,
PACIFIC PIONEER INSURANCE
COMPANY, a California corporation, and
UCA GENERAL INSURANCE
SERVICES, a California corporation,

Plaintiffs,

vs.

DOUGLAS J. GARDNER, ESQ., an
individual, DOUGLAS J. GARDNER,
LTD., a Nevada domestic professional
corporation, RANDS & SOUTH, LTD., a
Nevada domestic professional corporation,
ALPS PROPERTY & CASUALTY
INSURANCE COMPANY, a Montana
corporation, DOES 1 through 20, inclusive
Defendants.

Case No.: 2:18-cv-02090-APG-BNW

JOINT PRE-TRIAL ORDER

JOINT PRE-TRIAL ORDER

After pretrial proceedings in this case,

IT IS ORDERED:

I.

This is an action for: [State nature of action, relief sought, identification and contentions of parties.]

1. The Parties and Pleadings

Plaintiffs Century-National Insurance Company (“CNIC”), Pacific Pioneer Insurance Group, Inc. (“PPIG”), Pacific Pioneer Insurance Company (“PPIC”); and UCA General Insurance Services (“UCA”) a group of related insurers and reinsurers (collectively, “Plaintiffs”)

Defendants Douglas J. Gardner (“Gardner”), an individual; Douglas J. Gardner, Ltd. (“LTD”), a Nevada domestic professional corporation, and Rands & South, Ltd. (“Rands”) are attorneys that were retained by Plaintiffs to provide legal services to CNIC’s insured (collectively, the “Gardner Defendants”).

Defendant ALPS Property & Casualty Insurance Company, is the legal malpractice insurance carrier for the Gardner Defendants (“Defendant ALPS”).

The pleadings which raise the issues in this matter are Plaintiff’s First Amended Complaint (Doc. No. 26); Gardner Defendants’ Answer (Doc. No. 28); and Defendant ALPS’s Answer to the First Amended Complaint (Doc. No. 58).

2. Nature of the Action

(a) Plaintiffs assert the following claims against the Gardner Defendants:

- (1) Legal Malpractice
- (2) Breach of Fiduciary Duty

(b) Plaintiffs assert the following claims against Defendant ALPS:

- (1) Breach of Contract
- (2) Breach of Covenant of Good Faith and Fair Dealing
- (3) Fraud

(c) The elements required to establish Plaintiffs claims are:

- (1) Legal Malpractice: 1) an attorney-client relationship; (2) a duty owed to the client by the attorney to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake; (3) a breach of that duty; (4) the breach being the proximate cause of

the client's damages; and (5) actual loss or damage resulting from the negligence. Day v. Zubeil, 112 Nev. 972, 976, 922 P.2d 536, 538 (1996)

(2) Breach of Fiduciary Duty: (1) existence of a fiduciary duty, (2) breach of the duty, and (3) damages as a result of the breach. See Guilfoyle v. Olde Monmouth Stock Transfer Co., 130 Nev. 801, 812-13, 335 P.3d 190, 198 (2014)

(3) Breach of Contract: (1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a result of the breach. Saini v. Int'l Game Tech., 434 F. Supp. 2d 913, 919–20 (D. Nev. 2006)

(4) Breach of Covenant of Good Faith and Fair Dealing: When a party to a contract performs in a manner that is unfaithful to the purpose of the contract and the justified expectations of the other party are thus denied, damages may be awarded against the party who does not act in good faith. *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 234 (1991).

(5) Fraud: (1) [a] false representation made by the defendant; (2) defendant's knowledge or belief that its representation was false or that defendant has an insufficient basis of information for making the representation; (3) defendant intended to induce plaintiff to act or refrain from acting upon the misrepresentation; and (4) damage to the plaintiff as a result of relying on the misrepresentation. *Barmettler v. Reno Air, Inc.*, 956 P.2d 1382, 1386 (Nev. 1998).

(d) Plaintiffs' Contentions:

Contentions Against Gardner Defendants

Plaintiffs engaged the professional services of the Gardner Defendants to represent CNIC's insured, Universal Capital Investments, LLC dba Nema Business Center, LLC ("NEMA") in the defense of a personal injury action against NEMA in Ferris v. NEMA Business Center, LLC, Case No. A-16-735306-C, in the District Court of Clark County, Nevada (the "Ferris Action"). Plaintiffs contend that the Gardner Defendants owed Plaintiffs a duty to use "such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake" in handling NEMA's defense and that the Gardner Defendants failed to use such skill, prudence and diligence at every step in the handling of the Ferris Action, including by failing to properly and timely assess and advise Plaintiffs regarding a policy limits Offer of Judgment, failing to properly and timely assess NEMA's exposure and the extent of damages claimed, and failing to properly and timely conduct discovery, retain and disclose experts, and prepare for trial. Plaintiffs contend that the Gardner Defendants' mishandling of the Ferris Action resulted in a judgment upon jury verdict in the amount of \$4,940,629.74, and that but for the Gardner Defendants' malpractice and/or breaches of fiduciary duty owed to Plaintiffs, Plaintiffs would have accepted the Offer of Judgment and/or the jury verdict in the Ferris Action would have been lower, and/or a defense verdict. Plaintiffs were thereafter able to settle and compromise the \$4,940,629.74 judgment on jury verdict for \$3,000,000.00 with the plaintiff in the Ferris Action, Antoinette Ferris ("Ferris"), and were thereby damaged in the amount of at least \$3,000,000.00.

Contentions Against ALPS

Plaintiffs contend that Defendant ALPS made promises and representations to Plaintiffs that ALPS would contribute \$1,500,000 on behalf of its insureds the Gardner Defendants,

1 toward settlement of the Ferris Action, if Plaintiffs were able to reach a \$3,000,000 settlement
2 with Ferris with Plaintiffs providing a Release of Claims in favor of the Gardner Defendants.
3 Plaintiffs contend that Plaintiffs and ALPS formed a valid contract regarding ALPS's promise
4 to contribute \$1,500,000 toward a \$3,000,000 settlement with Ferris, and that ALPS breached
5 the agreement by failing to contribute \$1,500,000 toward settlement.

6 Plaintiffs also contend that ALPS's representations to Plaintiffs regarding contribution to
7 settlement were fraudulent, in that ALPS had no intention of honoring its promises and
8 representations to contribute \$1,500,000 toward a \$3,000,000 settlement when it made those
9 representations, but instead intended to induce Plaintiffs to settle the Ferris Action for
10 \$3,000,000. ALPS's false promises and representations were relied on by Plaintiffs and induced
11 Plaintiffs into settling the Underling Action for \$3,000,000, resulting in damages to Plaintiffs
12 when ALPS acted in bad faith and failed to contribute \$1,500,000 toward the settlement.

13 The total amount of damages incurred by Plaintiffs as a result of the Gardner Defendants
14 and Defendant ALPS's wrongful acts are in an amount to be proven at trial.

15 (e) Gardner Defendants' Contentions

16 The Gardner Defendants contend that Plaintiffs, through Ignacio Nunez and Lin Lan,
17 failed to abide by their own guidelines for claims handling and litigation management. This
18 includes both the assessment of the claim, the management of the defense pre-trial, along with
19 the Plaintiffs' handling of the trial management, all contrary to their own policies and
20 procedures. As such, Plaintiffs' negligence contributed to their damages and any award should
21 be reduced accordingly.

22 In addition, Plaintiffs had both sufficient knowledge and opportunity to settle the Ferris
23 matter before trial and within policy limits. Thus, Plaintiffs failed to mitigate their damages.
24 Finally, the Gardner Defendants contend the Plaintiffs cannot establish the case-within-a-case
25 value of the underlying Ferris matter had it been properly litigated and tried to the jury.

26 (f) ALPS' Contentions:

27 ALPS is the Gardner Defendants' malpractice insurer and is named as a Defendant in what
28 is effectually a different matter altogether and subject to a motion for bifurcation. ALPS
maintains Plaintiffs were fully responsible for failing to settle within policy limits and had a
reasonable opportunity to do so before trial. After the judgment was entered, Plaintiffs claim
there was an agreement that ALPS participate in settlement of the underlying and to settle the
case for a set amount before the settlement was reached and that ALPS failed to fund its agreed
upon share. However, Plaintiffs did not accept any offer made by ALPS to participate in
settlement at any point; and they in fact voluntarily and very specifically rejected ALPS's offers
to participate in the appellate settlement conference and in any potential settlement. Plaintiffs
even attempted to settle the underlying case without ALPS's participation by offering an
assignment of their alleged malpractice claim against the Gardner Defendants. Moreover, there
never existed any form of an offer and acceptance between ALPS and Plaintiffs regarding
ALPS's prospective contribution to any settlement to be achieved to form a contract. Plaintiffs
expressly rejected ALPS' offers before the offer was withdrawn. Plaintiffs voluntarily elected to
settle the underlying matter on their own despite not having an agreement from ALPS in place

1 regarding percentage or a firm amount of contribution; therefore, they were not induced to settle
 2 the case by ALPS. ALPS additionally contends that any alleged oral contract to make payment
 3 based upon a debt of another violates the statute of frauds because there is no agreement in
 writing between these parties.

4 3. Relief Sought

5 (a) Plaintiffs seek damages in amount according to proof at trial as follows:

6 Relief Sought Against Gardner Defendants

7 For Plaintiffs' first cause of action for legal malpractice arising from the Gardner
 8 Defendants mishandling of the defenses of the Ferris Action, Plaintiffs seek the difference
 9 between what should have been awarded to Ferris in a properly prepared and presented trial and
 10 the \$3 million actually paid to settle the Ferris Action post-verdict. Plaintiffs have also incurred
 11 attorneys' fees subsequent to trial and through settlement in concluding the Ferris Action and
 have lost interest on the \$3,000,000.00 paid to Ms. Ferris, and based thereon therefore seeks
 damages in an amount to be proven at trial.

12 Under Plaintiffs' second cause of action, Plaintiffs seek damages in the amount of at least
 13 \$2,000,000.00 for the breach of fiduciary duty by the Gardner Defendants. Had the Gardner
 14 Defendants properly discharged their obligations, plaintiffs would have accepted the Offer of
 15 Judgment in the amount of \$999,999 offered by Ferris in the Ferris Action. By failing to
 16 discharge their fiduciary obligations, Gardner Defendants denied Plaintiffs the ability to settle
 17 the matter for the policy limits. Further, had the attorney defendants properly discharged their
 fiduciary obligations and informed plaintiffs that they were incapable of preparing the matter for
 trial, the attorney defendants could have retained new counsel to properly prepare and try the
 matter. Plaintiffs believe that properly presented, the verdict in the Ferris matter would have
 been less than \$1,000,000.00.

18 Relief Sought Against ALPS

19 For Plaintiffs' third and fourth causes of action against Defendant ALPS, Plaintiffs seek
 20 at least \$1,500,000.00, plus interest.

21 Plaintiffs also seek damages in an amount to be proven at trial, to include punitive
 22 damages under Plaintiffs' fifth cause of action for fraud. Plaintiffs assert that as a result of the
 23 refusal of Defendant ALPS to honor its commitment to fund the settlement of the Ferris Action,
 PPIC and UCA were required to fund the extra contractual portion beyond the \$1,000,000.00
 24 policy limits of the CNIC Policy. The payment by PPIC and UCA adversely affected the surplus
 of PPIC, resulting in its necessary sale below fair market value, which is directly attributable to
 25 the drawdown in its surplus caused by ALPS failure to honor its obligations and representations
 to Plaintiffs.

26 II.

27 **Statement of jurisdiction:** [State the facts and cite the statutes that give this court
 28 jurisdiction of the case.]

This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332 in that the controversy is between citizens of different states and the matter in controversy exceeds \$75,000 exclusive of interest and costs. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b). The Court's jurisdiction is not contested.

III.

The following facts are admitted by the parties and require no proof:

1. On June 25, 2014, Antoinette Ferris ("Ferris") slipped and fell on water in the bathroom stall of a restroom (the "Incident") in a commercial building that was maintained by CNIC's insured NEMA, located at 1500 E. Tropicana Avenue, Las Vegas, NV 89119 (the "Building")
2. At the time of the Incident, Ferris worked in the Building for Acclaimed In Home Care ("Acclaimed") as a supervisor and teacher for personal care assistants.
3. At the time of the Incident, Ferris had worked for Acclaimed for approximately two years and had regularly used the restroom in the Building during that time prior to the Incident.
4. After Ferris slipped and fell, she lay on the floor of the women's restroom for approximately 3 minutes and tried to yell for help.
5. After reporting the Incident to Dominguez, Ferris returned to work where she reported the Incident to her boss, Sydney Genova, and the Building's property manager, Mike.
6. Approximately 1.5 to 2 hours after the Incident on June 25, 2014, Ferris went to Concentra Medical Centers ("Concentra"), per the direction of her boss, which is where Acclaimed sends its worker's comp claims.
7. On June 27, 2014, Ferris had a follow-up visit with Concentra doctors, after which Ferris was released to modified activities with restrictions and recommended physical therapy.
8. On July 17, 2014, Precision Risk Management ("PRM") the claims administrator for CNIC, assigned investigation of Ferris's general liability claim for the slip and fall to Protocol Insurance Services ("Protocol").
9. On July 22, 2014, Protocol performed a site inspection of the women's restroom at the Building, and took photos of the loss location (including restroom stall) while noting in its report that "Insured explains there was a slow leak that was originating at this location. It has since been repaired."
10. On July 22, 2014, Protocol took the recorded statement of Mike Palar, who stated there was a leak when the toilet was flushed and that he called a plumber to fix the leak.

11. On July 31, 2014, Ferris was seen by Matt Smith Physical Therapy and recommended physical therapy three times a week.
12. On September 22, 2014, Protocol reported to PRM that NEMA did not have knowledge or notice of the leak and that no logs were maintained.
13. On January 19, 2015, Ferris underwent surgery for a left hemilaminectomy at L4-L5 at Desert Springs Hospital Medical Center.
14. Following the Incident, Ferris continued to work for Acclaimed part-time on light duty until May 2015.
15. On April 28, 2016, Ferris filed an Amended Complaint against NEMA in the District Court of Clark County, Nevada (the “Ferris Action”).
16. On May 3, 2016, NEMA received the Summons and Amended Complaint for the Ferris Action.
17. On May 7, 2016, PRM assigned the defense of NEMA in the Ferris Action to the Gardner Defendants.
18. Defendant ALPS was the insurer providing legal malpractice coverage for the Gardner Defendants under a policy of insurance at the time that the Gardner Defendants represented NEMA in the Ferris Action.
19. Throughout the pendency of the Ferris Action, Gardner was a partner at Rands & South, Ltd., which was known at the time as Rands South & Gardner.
20. Rands South & Gardner billed Plaintiffs for Gardner’s time on the Ferris Action.
21. No other attorney at Rands South & Gardner billed any time to the Ferris Action.
22. At the time that the Gardner Defendants undertook to represent NEMA in the Ferris Action, Gardner had been diagnosed with multiple sclerosis.
23. On September 12, 2016, Ferris served an Initial Early Case Conference List of Witnesses and Exhibits, which identified total medical bills to date at \$170,649.89.

24. On September 12, 2016, Gardner executed a Joint Case Conference Report on NEMA's behalf in the Ferris Action, agreeing to a proposed discovery cut-off date of September 12, 2017, an initial expert disclosure deadline of June 14, 2017, and a rebuttal expert disclosure deadline of July 14, 2017.
25. On September 20, 2016 the Gardner Defendants served a First Set of Interrogatories and a First Set of Requests for Production of Documents on Ferris.
26. On October 31, 2016, the Court in the Ferris Action issued a Scheduling Order with a expert disclosure deadline of June 14, 2017 and July 14, 2017 for rebuttal experts.
27. On November 4, 2016 the Court in the Ferris Action issued an Order Setting Jury Trial for January 2, 2018.
28. On November 14, 2016, the Gardner Defendants advised Plaintiffs that it would be important to have an Independent Medical Exam performed on Ferris.
29. On February 9, 2017, Ferris served NEMA with written discovery: a First Set of Interrogatories and a First Set of Requests for Production.
30. On June 13, 2017, Ferris filed an Early Case Conference List of Witnesses and Exhibits (First Supplement),
31. On June 14, 2017, Ferris disclosed four expert witnesses—Dr. Jeffrey D. Gross (“Gross”), a neurosurgeon who opined on Ferris’ injuries and medical treatment; Terrence M. Clauretie, Ph.D. (“Clauretie”), a certified public accountant who opined on Ferris’ loss of earning capacity; Linda Thornburg (“Thornburg”), a vocational technician who opined on Ferris’ loss of income; and Thomas Jennings (“Jennings”), a safety expert who opined on the causal factors related to the Incident.
32. The Gardner Defendants did not disclose any initial expert witness on behalf of NEMA in the Ferris Action prior to the deadline of June 14, 2017.
33. The Gardner Defendants reviewed Ferris’ initial expert reports on June 19, 2017, and began reaching out to potential rebuttal expert witnesses on June 21, 2017.
34. On June 21, 2017, the Gardner Defendants contacted Sharon McNair, CPA to ask her to act as a rebuttal expert witness to Ferris’s vocational assessment and loss of earnings capacity reports.
35. On June 21, 2017, the Gardner Defendants contacted spine surgeon Dr. Mark Kabins’ office to discuss possibility of Dr. Kabins serving as a rebuttal expert witness and perform an IME on Ferris. Dr. Kabins’ office responded that its only availability for an IME was on June 30, 2017 at 6:00 p.m.

- 1 36. On June 23, 2017, the Gardner Defendants contacted American Bio Engineers to
2 confirm their availability to act as a rebuttal expert witness in the Ferris Action.
- 3 37. On or about June 29, 2017, Jennifer Meachem, Gardner's assistant, spoke to NEMA's
4 representatives/witnesses, Mike White, Mike Palar and Daniel Dominguez, for the first
5 time.
- 6 38. The Gardner Defendants did not have any expert consultants inspect the property
7 where Ferris was injured.
- 8 39. On June 30, 2017 Meachem emailed Palar a copy of NEMA's draft Answer's to
9 Ferris's First Set of Interrogatories, that had been served in February 2017.
- 10 40. On June 30, 2017, Ferris noticed the Deposition of Mike Palar and inspection of the
11 Building.
- 12 41. On July 7, 2017, Justin Brink of American Bio Engineers informed Gardner's assistant,
13 Jennifer Meachem, that he agreed with Ferris' safety expert's report.
- 14 42. On July 10, 2017, the Gardner Defendants received an Offer of Judgment from Ferris
15 in the amount of \$999,999 in the Ferris Action (the "Offer of Judgment").
- 16 43. At the time that the Offer of Judgment was served in July 2017, the statute required
17 that the Offer be accepted within 10 days of service.
- 18 44. On July 12, 2017, Gardner forwarded the Offer of Judgment to Plaintiffs.
- 19 45. On July 13, 2017, Gardner emailed McNair informing her that her report was due the
20 next day. McNair responded that she had been waiting for Gardner to give her approval
21 and that she could not have a report ready the next day.
- 22 46. On July 14, 2017, Ferris served a supplemental disclosure, listing her medical expenses
23 at \$341,296.99 and her loss of income at \$481,805 to \$483,667.
- 24 47. On July 14, 2017 the rebuttal expert disclosure deadline lapsed without the Gardner
25 Defendants disclosing a single rebuttal expert witness on NEMA's behalf.
- 26 48. On July 27, 2017, Ferris's Counsel took the deposition of Mark Palar.
- 27 49. On August 25, 2017, the Gardner Defendants served a Notice of Vacating Deposition
28 of Daniel Dominguez, and never took his deposition before trial.

- 1 50. On August 31, 2017, the Gardner Defendants served NEMA's Amended Response to
2 Ferris's First Set of Requests for Production and Answers to Ferris's First Set of
3 Interrogatories.
- 4 51. On or about September 11, 2017, the Gardner Defendants learned that Ferris's Counsel
5 had unilaterally taken the recorded statement of Daniel Dominguez. The Gardner
6 Defendants never moved to exclude Dominguez's unilaterally recorded statements
7 from trial.
- 8 52. On September 27, 2017, Ferris disclosed Jennings' supplemental report.
- 9 53. The Gardner Defendants did not conduct any depositions of any experts or any of
10 Ferris' treating providers in the Ferris Action.
- 11 54. On November 27, 2017, the Court in the Ferris Action issued an Order stating "that if
12 there is sufficient evidence of spoliation to merit a jury instruction on the issue of
13 spoliation, that the jury instruction shall contain both the negligent spoliation of
14 evidence, and the intentional spoliation of evidence instruction."
- 15 55. On December 6, 2017, the Department's judicial executive assistant, Angela McBride,
16 sent a letter to counsel confirming that the case was scheduled to commence trial on
17 January 11, 2018, and further advising counsel that the Department is a "reporting
18 department" – i.e., they must contact the court reporter in advance of trial in order to
19 arrange for the trial to be reported. "If you do not schedule with the [] Court Reporter
20 to be present for your trial, there will be no record made of trial."
- 21 56. On December 18, 2017, Lisa Richardson, Gardner's assistant, reminded Gardner that if
22 he wanted the trial in the Ferris Action recorded, the court reporter would "*need \$3,000*
23 *7 days prior to trial (January 2, 2018).*"
- 24 57. On December 29, 2017, the Gardner Defendants were informed that the owner of
25 NEMA, Michael White would be unable to participate in the trial in the Ferris Action
26 if it proceeded during the week of January 11, 2018 because he was scheduled for
27 surgery on January 13, 2018 and could not reschedule his surgery.
- 28 58. The Gardner Defendants did not subpoena any witnesses to appear to testify at the trial
in the Ferris Action.
59. NEMA did not have any representatives appear or testify on its behalf at the trial in the
Ferris Action.
60. A jury trial was held in the Ferris Action from January 11 through January 18, 2017.

61. On February 2, 2018, a Judgement on Jury Verdict was entered by the trial court in the Ferris Action, awarding Ferris \$4,940,629.74, bearing post judgment interest at a rate of 6.5% per day until paid, against NEMA.
62. Gardner informed Plaintiffs that he interviewed the jurors in the Ferris Action after trial, and the jurors informed Gardner that the jury initially was prepared to find a modest verdict including past lost wages of \$161,069.00 and future medical expenses of \$300,414.00. However, the jury found it was almost necessary to punish NEMA because it presented no live witnesses.
63. On March 13, 2018, Gardner informed ALPS that he needed to submit a new claim arising from the Ferris Action.
64. On April 18, 2018, Plaintiffs' Counsel, John Johnson of Cozen O'Connor, sent ALPS adjuster, Christopher Fagan, a letter advising ALPS that Cozen O'Connor had been retained to represent Pacific Pioneer Insurance Company and Century National Insurance Company relative to a claim against the Gardner Defendants stemming from their representation of NEMA in the Ferris Action.
65. On May 11, 2018, Plaintiffs requested that Gardner execute a Substitution of Counsel in the Ferris Action.
66. On June 11, 2018, the Court in the Ferris Action denied NEMA's Motion for New Trial.
67. On or about July 12, 2018, ALPS adjuster Chris Fagan informed Plaintiffs' Counsel that "ALPS is sitting here at the table to contribute to a settlement".
68. On August 15, 2018, NEMA, Plaintiffs herein, and Ferris attended a Settlement Conference before Ishi Kunin, Esq., which resulted in a settlement of the Ferris Action in the amount of \$3 million.

IV.

The following facts, though not admitted, will not be contested at trial by evidence to the contrary:

1. Plaintiffs are composed of a group of related insurers and reinsurers.
2. Plaintiff CNIC is the insurance company that provided insurance coverage to NEMA under a \$1 million policy of insurance (the "Policy").
3. Plaintiff PPIG is a group of insurance entities that contracts with CNIC to provide insurance services to policyholders, such as NEMA. PPIG was at all relevant times

the holding company of UCA and PPIC.

4. Plaintiff UCA is an insurance program writer and provides property and casualty insurance programs to CNIC and writes commercial package business throughout many western states, including California and Nevada. The Agreement between CNIC and UCA provides that UCA is responsible for any damages over policy limits.
5. Plaintiff PPIC is an insurance company licensed in 12 states and at all relevant times, assumed a share of the business produced by UCA, responsible as a reinsurer for 33% of the coverage. While CNIC provided the insurance policy for NEMA, PPIC reinsured CNIC for the policy and through agreement between PPIC and UCA, UCA assumed a share of the reinsurance costs that PPIC incurred for the CNIC policy with NEMA.
6. Pursuant to the terms of settlement reached between Plaintiffs and Ferris in the Ferris Action, Plaintiffs paid Ferris \$3 million without any contribution received from ALPS.
7. At the time of the Incident, Ferris walked into a restroom stall while wearing sandals and her right foot slipped on a puddle of water at the base of the toilet as she turned to lock the stall door. Ferris fell on her back with her left leg up in the air. There were no other witnesses in the bathroom at the time of the Incident.
8. After Ferris slipped and fell, she heard someone in the men's restroom next door but contended she did not know it was the Building's maintenance personnel, Daniel Dominguez ("Dominguez"), at the time.
9. When Ferris stood up from her fall, she banged on the wall shared with the men's restroom and when she got no response, Ferris left the women's restroom, saw Dominquez's cleaning car and "knew he was in the restroom", then banged on the door of the men's restroom with both fists until Dominguez came out.
10. Ferris informed Dominguez that she had slipped and fell from water in the restroom, and Ferris testified that Dominguez responded that "Mike knows it's leaking down the back of the wall."
11. On June 25, 2014, Concentra doctors diagnosed Ferris with lumbar radiculopathy, lumbar strain, and contusion of the buttocks. Lumbar x-ray was unremarkable. Physical therapy was recommended. Ferris was placed on modified work duty with restrictions. Medication was prescribed.
12. On July 24, 2014, Ferris was seen by Desert Radiologists for an MRI of the lumbar spine. Per the Findings in the MRI Report: "Alignment of the lumbar spine is within normal limits. The vertebral body heights are relatively well-preserved. No evidence of lumbar spine compression fracture. Disk dessication is seen at several levels."
13. On January 13, 2015, Ferris was seen by Paul Heeren, MD who noted that Ferris had known peripheral vascular disease and a previous right iliac stent.

14. On April 3, 2015, Ferris was seen by Desert Orthopaedic Center for a post-operative visit. The post-operative visit reported that Ferris was “advised that she would benefit from weight loss program. Patient should continue with home walking program.”
15. On May 28, 2015, Ferris was seen by Medical Rehabilitation Associates of Las Vegas. The consultation report stated that Ferris “has developed right lower extremity deep venous thrombosis and pulmonary embolism” and noted that Ferris had pre-existing conditions of “1. History of coronary artery disease. 2. History of hypertension. 3. Overweight.”
16. On July 16, 2015, Ferris was seen by Clinical Neurology Specialists (“CNS”). CNS’s addendum to the consult reported that “It is necessary to mention that the patient’s original pain, which prompted for the surgery, was identified on the left; however, current electrophysical studies of the left of the lower extremity are normal and most of the pathology was identified on the contralateral side, mostly like due to the DVT. From an electrophysical standpoint, except for the underlying peripheral neuropathy, I do not see any overt multilevel L2 through S2 radiculopathy bilaterally. No radicular involvement identified on both lower extremities.”
17. On July 30, 2015, CNS further reported that “Underlying peripheral neuropathy is not related to the current industrial claim of 6/25/14.”
18. On August 4, 2015, Ferris was seen by Bone & Joint Specialists. The visit report states: “I did explain that peripheral neuropathy causes would not be related to the accident in question.” An addendum to the visit report states: “her cause of pain is most likely not related to the cervical spine. As I previously dictated, I did not see any evidence that a laminectomy or decompression of her lumbar spine, based of her MRI, would help or benefit her in any way. Her EMG/NCV again was read as peripheral neuropathy, which suggests a portion of her symptoms may be related to nerves outside of the spine [...] I do fee she is MMI, stable and ratable. On a nonindustrial basis, she may be a candidate for a spinal cord stimulator for her peripheral neuropathy and lower extremity symptoms.”
19. On September 11, 2015, Ferris was seen by Matt Smith Physical Therapy (“MSPT”) for a Functional Capacity Evaluation (“FCE”). The FCE report states: “She demonstrated no difficulty with sitting, standing or walking other than demonstrating a decreased speed of motion. [...] In conclusion, Mrs. Antoinette Ferris participated on a limited basis during a Functional Capacity Evaluation performed at this facility. There were inconsistencies in her presentation noted, as well as observed self limiting pain behaviors. There were observed signs of symptom magnification. There does exist the probability of a less than maximum effort. The results of this Functional Capacity Evaluation have therefore been determined to be **unreliable/invalid.**”

20. On November 4, 2015, Ferris was seen by Ronald G. Kong, MD who reported “In my medical opinion, patient is at maximum medical improvement with ratable impairment.”
21. At the time that Gardner undertook to represent NEMA in the Ferris Action, the Gardner Defendants knew that Gardner had been diagnosed with multiple sclerosis.
22. At the time that Gardner undertook to represent NEMA in the Ferris Action, the Gardner Defendants knew that Gardner’s MS had begun affecting his cognitive ability in 2014 or 2015, including his short term memory, and that it caused him fatigue.
23. At no time during or prior to the time that Gardner undertook to represent NEMA in the Ferris Action, did the Gardner Defendants inform Plaintiffs that they knew of Gardner’s MS.
24. In PRM’s May 7, 2016 assignment letter to the Gardner Defendants, PRM instructed the Gardner Defendants to respond to Ferris’s Complaint on or before May 23, 2016.
25. The Gardner Defendants did not file an Answer to the Ferris Complaint until June 20, 2016.
26. On September 6, 2016, the Gardner Defendants filed an Early Case Conference List of Witnesses and Production of Documents.
27. On October 3, 2016, the Gardner Parties noticed the deposition of Antoinette Ferris.
28. On November 9, 2016, the Gardner Defendants took the deposition of Ferris.
29. On January 11, 2017, the Gardner Defendants filed an Early Case Conference First Supplemental to List of Witnesses and Production of Documents.
30. As of January 11, 2017, the Gardner Defendants had not interviewed any witnesses from NEMA.
31. The Gardner Defendants did not ask Ferris for an extension of time to respond to discovery and did not contact NEMA or forward the discovery requests to NEMA before the deadline to respond.
32. On March 23, 2017, Ferris’ counsel sent a letter to Gardner informing him that NEMA had waived any objections it might have to the written discovery requests as a result of its failure to timely respond to the requests.
33. The Gardner Defendants did not inform NEMA or Plaintiffs that Gardner had failed to timely respond to written discovery requests or that, as a consequence, NEMA’s

objections would likely be deemed waived.

34. On June 29, 2017, Gardner informed Plaintiffs that “this case is becoming very expert driven”.

35. On June 30, 2017, Meachem informed Gardner of her interview of Mike White, Mike Palar, and Daniel Dominguez and her assessment that she did not think that Palar would make the best witness and that “there seem an awful lot of holes Plaintiff’s counsel can poke their way through.” Meachem also informed Gardner that the Building had been sold in April 2016 to Rock Ridge Business Center, LLC.

36. On June 30, 2017 the Gardner Defendants served an overdue response to Ferris’s First Set of Requests for Production to Defendant

37. On June 30, 2017, Gardner told Ferris’ Counsel that he feared much if not all of the evidence requested had been destroyed by NEMA, without any knowledge of the status of the Building’s or NEMA’s records.

38. The Gardner Defendants never issued a subpoena to Rock Ridge, the new owner of Building for the building’s files or records.

39. On July 7, 2017, Dr. Kabins’ office informed the Gardner Defendants that Dr. Kabins would need an extension of the rebuttal expert disclosure deadline in light of receiving the documents only one week prior to the rebuttal expert disclosure deadline. Dr. Kabins’s office also informed the Gardner Defendants that Dr. Kabins would need another two weeks to complete a records review, that they had not heard from the Gardner Defendants about the IME, that their next available IME date was July 19, 2017, and that if they were to do an IME they would need more time beyond the two weeks needed for records review.

40. On July 12, 2017, Gardner filed a Notice vacating Ferris’ IME, with the Notice stating that the IME “will be reschedule for a future date and time.”

41. Gardner did not review Ferris’ July 14, 2017 supplemental disclosure until July 24, 2017, after the Offer of Judgment had expired.

42. Before the Offer of Judgment expired, the Gardner Defendants did not inform Plaintiffs that NEMA would not be disclosing any expert witnesses, that an IME of Ferris had not been and would not be performed, that NEMA’s consulting safety expert, American Bio Engineers, had advised Gardner that NEMA “likely fell below [the] standard” of care, or that on July 14, 2017, Ferris served a supplemental disclosure, listing her medical expenses at \$341,296.99 and her loss of income at \$481,805 to \$483,667.

43. Gardner recommended that Plaintiffs and NEMA *not* accept the Offer because Gardner did not think the matter was worth \$1 million. The Gardner Defendants did

1 not recommend that Plaintiffs or NEMA accept the Offer of Judgment before it
2 expired.

3 44. The Gardner Defendants did not communicate any acceptance of the Offer of
4 Judgment to Ferris.

5 45. The Gardner Defendants did not receive or send any written confirmation of any
6 extension of the rebuttal expert disclosure deadline, nor was a stipulation or motion
7 to extend the rebuttal expert disclosure deadline filed in the Ferris Action.

8 46. On August 23-24, 2017, Ferris filed several motions, including: a Motion for
9 Protective Order Prohibiting Deposition of Daniel Dominguez, a Motion to Compel
10 Discovery Responses from NEMA, and a Motion to Strike Defendant's Answer, or
11 for Adjudication as to Liability, or in the Alternative, for Rebuttable Presumption
12 Due to Defendant's Spoliation of Evidence. The Gardner Defendants did not oppose
13 the Motion to Compel or the Protective Order.

14 47. On September 13, 2017, Gardner informed Plaintiffs that Ferris' expert, Jennings
15 would be precluded from testifying at trial.

16 48. On September 15, 2017, the Discovery Commissioner granted Ferris' Motion to
17 Compel and recommended that NEMA be required to supplement its written
18 discovery responses. In addition, the Discovery Commissioner recommended that
19 Jennings be allowed to supplement his expert report and granted NEMA until
20 October 31, 2017 to depose him. The District Court adopted the Discovery
21 Commissioner's report and recommendation in full.

22 49. The Gardner Defendants did not advise Plaintiffs of the Discovery Commissioner's
23 September 15, 2017 decision, or the District Court's adoption of that decision.

24 50. Although the Court ordered, on September 27, 2017, that NEMA was entitled to
25 depose Jennings regarding his supplemental report by October 31, 2017, the Gardner
26 Defendants never deposed Jennings.

27 51. On October 4, 2017, Gardner filed an Opposition to Ferris' Motion to Strike, and
28 argued that there was no evidence suggesting that NEMA destroyed potentially
relevant records. Gardner did not assert or disclose that NEMA's records for the
building were not in its possession, custody or control because they remained on the
property after its sale.

52. In ruling on the Motion to Strike, the Court found sufficient facts to give rise to a
jury instruction for spoliation of evidence against NEMA.

53. On October 13, 2017, Gardner filed a Motion to Strike Ferris' expert, Thomas
Jennings, based on Jennings' failure to conduct a site inspection.

54. On November 17, 2017, at the hearing on NEMA's the Motion to Strike Jennings, the Discovery Commissioner suggested that the parties prepare an NRCP 34 inspection and attend the site together. NEMA's Motion to Strike was denied.
55. The Gardner Defendants never noticed a site inspection in the Ferris Action.
56. After learning that Michael White would be unavailable for trial the week of January 11, 2018, the Gardner Defendants did not request that the Court move the trial to a later week in order to ensure that: (i) Mr. White could testify at trial; and (ii) that a company representative would present for NEMA throughout the duration of the trial.
57. There is no evidence in the record indicating that Gardner asked to continue the trial on January 11, 2018 to allow NEMA to pay the court reporter, nor is there any evidence in the record indicating that Gardner fronted the deposit to the court reporter as requested by Plaintiffs.
58. On January 16, 2018, three days into the trial, Gardner informed Plaintiffs that he received a check from Plaintiffs for a court reporter.
59. There is no evidence in the record indicating that Gardner provided the check sent by the Insurer to the court reporter or that he requested that the remainder of the trial be recorded.
60. The Gardner Defendants did not request that someone from Plaintiffs attend trial on NEMA's behalf.
61. The Gardner Defendants did not submit a jury instruction in the Ferris Action instructing the jury that Ferris could not recover damages if her negligence contributed more to her injury than the negligence of NEMA, or that Ferris's recovery of damages should be reduced in proportion to her contributory negligence to the extent her contributory negligence was not greater than the negligence of NEMA.
62. The Gardner Defendants did not inform NEMA or Plaintiffs that the jury in the Ferris Action would not be instructed to consider Ferris's potential comparative negligence
63. According to the Court Minutes in the Ferris Action, on October 5, 2017, approximately three months before trial, at a status check, the Court informed the parties of the Department's trial procedures.
64. The trial was completed without a transcript ever being prepared.
65. On February 22, 2018 NEMA filed a Motion for New Trial. Although NEMA filed a Motion for New Trial, Ferris opposed the Motion, arguing that NEMA had failed to object to the introduction of a transcript of a previously undisclosed recorded

statements being offered into evidence, failed to rebut Ferris's evidence regarding spoliation of evidence, failed to show that the excessive damages award was unsupported and unjustified, and had failed to preserve the trial record for review. The Motion was denied.

66. During the course of the Ferris Action, Ignacio Nunez was an acting agent of Plaintiff in his capacity as claims handler on the *Ferris* file.

67. During the course of the Ferris Action, Plaintiffs had litigation and claims handling guidelines.

68. On or about July 16, 2018, ALPS adjuster Chris Fagan informed Plaintiffs' Counsel of "offer to resolve the matter with contribution from ALPS of \$1.5m."

69. On or about July 24, 2018, ALPS adjuster Chris Fagan informed Plaintiffs' Counsel that "ALPS would be willing to split the settlement amount with claimant up to a contribution of \$1.5M."

70. On or about July 31, 2018, ALPS adjuster Chris Fagan extended again the offer to "settle the case with a 50-50 split up to \$3M total (\$1.5M each)."

71. On August 9, 2018, ALPS adjuster Chris Fagan informed Plaintiffs' Counsel, John Johnson, Jr., that "ALPS remains willing to split the settlement amount with your clients up to \$3M."

72. On and after August 15, 2018, ALPS have refused to contribute \$1.5 million toward the \$3 million settlement of the Ferris Action.

V.

The following are the issues of fact to be tried and determined at trial.¹ [Each issue of fact must be stated separately and in specific terms.]

Plaintiffs' Issues of Fact

1. Whether the Gardner Defendants used such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake in the handling and defense of the Ferris Action, and in advising Plaintiffs in the Ferris Action
2. Whether the Gardner Defendants' failure to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the

¹ Should the attorneys or parties be unable to agree on the statement of issues of fact, the joint pretrial order should include separate statements of issues of facts to be tried and determined upon trial.

tasks which they undertake in the handling and defense of the Ferris Action caused Plaintiffs' damages

3. Whether the Gardner Defendants' failure to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake in advising Plaintiffs in the Ferris Action, proximately caused Plaintiffs' damages
4. Whether the Gardner Defendants owed Plaintiffs a duty to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake in the handling and defense of the Ferris Action, and in advising CNIC in the Ferris Action
5. Whether the Gardner Defendants breached their duty to Plaintiffs to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity possess in exercising and performing the tasks which they undertake in the handling and defense of the Ferris Action, and in advising CNIC in the Ferris Action
6. Whether the Gardner Defendants owed Plaintiffs a fiduciary duty with regard to the Gardner Defendants' handling of the Ferris Action.
7. Whether the Gardner Defendants breached any fiduciary duties owed to Plaintiffs with regard to the Gardner Defendants' handling of the Ferris Action.
8. Whether ALPS breached a contract between ALPS and Plaintiffs to contribute \$1.5 million toward Plaintiffs' \$3 million settlement of the Ferris Action.
9. Whether ALPS breached a covenant of good faith and fair dealing owed to Plaintiffs by refusing to contribute \$1.5 million toward Plaintiffs' \$3 million settlement of the Ferris Action.
10. Whether the Gardner Defendants competently and diligently represented NEMA and Plaintiffs in the Ferris Action
11. Whether the Gardner Defendants reasonably communicated with NEMA and Plaintiffs concerning the Ferris Action
12. Whether the Gardner Defendants took appropriate action upon learning of Gardner's impairment in order to protect the interests of NEMA and Plaintiffs in the Ferris Action
13. Whether the Gardner Defendants are responsible for the acts and omissions of its members related to their representation of NEMA and Plaintiffs in the Ferris Action
14. Whether any breaches committed by or failures of the Gardner Defendants proximately caused the Plaintiffs' alleged harm from the Ferris Action

15. Whether ALPS made representations to Plaintiffs that ALPS was willing to contribute \$1.5 million toward a \$3 million settlement of the Ferris Action with the knowledge or belief that the representation was false.
16. Whether ALPS knew that ALPS would require Plaintiffs to pay the first million of any settlement with Ferris before ALPS would contribute 50% of any amount above the first million, up to a total settlement amount of \$3 million, at the time that ALPS made representations to Plaintiffs that ALPS was willing to contribute \$1.5 million toward a \$3 million settlement of the Ferris Action,.
17. Whether ALPS's representations to Plaintiffs that ALPS was willing to contribute \$1.5 million toward a \$3 million settlement was intended to induce Plaintiffs to settle the Ferris Action for \$3 million.
18. Whether ALPS's representations to Plaintiffs that ALPS was willing to contribute \$1.5 million toward a \$3 million settlement induced Plaintiffs to settle the Ferris Action for \$3 million.
19. Whether the Gardner Defendants' breaches of fiduciary duties owed to Plaintiffs with regard to the Gardner Defendants' handling of the Ferris Action, resulted in damages to Plaintiffs.
20. The extent of Plaintiffs' damages caused by the Gardner Defendants' Legal Malpractice.
21. The extent of Plaintiffs' damages caused by the Gardner Defendants' Breaches of Fiduciary Duty.
22. The extent of Plaintiffs' damages caused by Defendant ALPS's Breach of Contract and/or Fraud
23. Whether before commencing trial on January 11, 2018, Gardner confirmed on the record that NEMA did not want to have the trial recorded.
24. Whether, after confirming on the record that NEMA did not want to have the trial recorded, Gardner asked Plaintiffs to overnight a check to the court reporter
25. Whether at the time Gardner requested that Plaintiffs overnight a check for a court reporter, Gardner had already represented to the Court that NEMA did not want to have the trial recorded and/or that the parties wished to proceed with trial without a court reporter present.

26. Whether there is no evidence that there was any conflict of interest between NEMA and Plaintiffs during the Gardner Defendants' handling of the Ferris Action.

Gardner Defendants Issues of Fact

1. Whether Ignacio Nunez was obligated to abide by the Precision Risk Management, Inc. Litigation Guidelines.
2. Whether Ignacio Nunez abided by the Precision Risk Management, Inc. Litigation Guidelines.
3. Whether Ignacio Nunez's management of the Ferris claim was negligent.
4. Whether Ignacio Nunez's conduct contributed to Plaintiff's damages.
5. Whether Plaintiff's management and/or monitoring of the Ferris claim was negligent.
6. Whether Plaintiff's management and/or monitoring of the Ferris trial was negligent.
7. Whether Plaintiff negligently failed to avail themselves to opportunities to settle the Ferris matter prior to the conclusion of the Ferris trial.
8. Whether Plaintiff failed to mitigate their damages.

Defendant ALPS Issues of Fact

1. Whether Plaintiff can show by a preponderance of the evidence that there was a meeting of the minds to form the necessary and essential terms of a contract between Plaintiff and Defendant ALPS prior to the settlement conference held on August 15, 2018.
2. Whether Plaintiff can prove by a preponderance of the evidence that it accepted an offer from Defendant ALPS prior to the settlement conference held on August 15, 2018.
3. Whether Defendant ALPS withdrew an offer made to Plaintiff prior to any acceptance by Plaintiff.
4. Whether Plaintiff had rejected any offer from Defendant ALPS prior to entering into an agreement to settle with David Churchill (counsel for Ferris).
5. Whether Plaintiff had made an offer to settle with David Churchill (counsel for Ferris) along with an assignment of a malpractice claim against Defendant Gardner during the settlement conference.
6. Whether Plaintiff can prove by a preponderance of the evidence that Plaintiff and Defendant ALPS entered into a written contract to jointly pay the settlement of the case to pay the judgment debt owed by Defendant Gardner.

7. Whether Plaintiff can prove by a preponderance of the evidence that there was a special relationship of reliance between Plaintiff and Defendant ALPS.
8. Whether Plaintiff can prove by a preponderance of the evidence that ALPS materially breached any enforceable contract with Plaintiff in bad faith.
9. Whether Plaintiff can prove by clear and convincing evidence that Defendant ALPS made a false representation to Plaintiff prior to the settlement conference of August 15, 2018.
10. Whether Plaintiff can prove by clear and convincing evidence that ALPS believed that it made a false representation to Plaintiff.
11. Whether Plaintiff can prove by clear and convincing evidence that Defendant ALPS intended to induce Plaintiff to act upon the false representation.
12. Whether Plaintiff can prove by clear and convincing evidence that Plaintiff relied upon a false representation by Defendant ALPS that proximately caused damages to Plaintiff.
13. Whether Plaintiff's decision to settle the case at the settlement conference was an intervening cause breaking the chain of causation to Plaintiff's claims against Defendant ALPS.
14. Whether Plaintiff breached a duty to settle within policy limits with Ferris in the underlying case prior to entry of the judgment against Plaintiff's insured.
15. Whether Plaintiff is contractually obligated to pay the first \$1 million on the settlement amount owed to Ferris per the contract with its insured.

VI.

The following are the issues of law to be tried and determined at trial.² [Each issue of law must be stated separately and in specific terms.]

Plaintiffs Issues of Law

1. Whether ALPS's representations to Plaintiffs and Plaintiffs' counsel were sufficient to form a valid contract.
2. Whether ALPS's Claim Action Summary is admissible at trial.

² Should the attorneys or parties be unable to agree on the statement of issues of law, the joint pretrial order should include separate statements of issues of facts to be tried and determined upon trial.

3. Whether evidence regarding communications that occurred by or between any of the Parties and/or non-parties (including David Churchill, John Johnson, Chris Fagan, and Lin Lan) during the course of the August 15, 2018 mediation is admissible at trial or must be excluded pursuant to mediation privileges.

Gardner Defendants Issues of Law

1. Whether the Court should bifurcate the case, separate Plaintiff's claims against ALPS to try Plaintiff's claims against it first, followed by trial if necessary against the Gardner Defendants pursuant to Federal Rule of Civil Procedure 42(b).
2. Whether Plaintiff's claim for monetary damages is too speculative to be admissible at trial.
3. Whether Gardner Defendants are entitled to judgment as a matter of law at the close of Plaintiff's case and/or at the close of evidence.
4. Whether Plaintiffs can recover twice for the same damages from both ALPS and Gardner Defendants.

Defendant ALPS Issues of Law

1. Whether the Court should bifurcate the case and separate Plaintiff's claims against ALPS to try Plaintiff's claims against Defendant Gardner pursuant to Federal Rule of Civil Procedure 42(b).
2. Whether Plaintiff's claim for monetary damages is too speculative to be admissible at trial.
3. Whether Defendant ALPS is entitled to judgment as a matter of law at the close of Plaintiff's case and/or at the close of evidence.
4. Whether any alleged contract to settle the debt of Defendant Gardner satisfies the requirements of NRS 111.220 (Statute of Frauds).

VII.

(a) The following exhibits are stipulated into evidence in this case and may be so marked by the clerk:

- (1) Plaintiffs' exhibits: See Joint Exhibit List, attached hereto. Plaintiffs reserve the right to object to the admissibility of exhibits or portions of exhibits identified on the list to the extent any exhibits or portions of any exhibit may be determined to contain inadmissible evidence.

(2) Gardner Defendants' exhibits: See Joint Exhibit List, attached hereto.

(3) Defendant ALPS' exhibits

Defendant ALPS reserves the right to use the following exhibits during the trial but are making no offer to admit them pretrial and reserve the right to object to Plaintiffs' use of any of Defendants' exhibits. Furthermore, Plaintiffs object to introduction of Exhibits 507-508, 510, 514-516.

501. Correspondence from John Johnson, Esq. to Chris Fagan, Esq. dated June 21, 2018, bate stamped ALPS000001-2.

502. Correspondence from Chris Fagan, Esq. to John Johnson, Esq. dated June 27, 2018, bate stamped ALPS000003-5.

503. Correspondence from Chris Fagan, Esq. to John Johnson, Esq. dated July 16, 2018, bate stamped ALPS000006-10.

504. Correspondence from John Johnson, Esq. to Chris Fagan, Esq. dated July 16, 2018, bate stamped ALPS000011-17.

505. Correspondence from John Johnson, Esq. to Chris Fagan, Esq. dated July 24, 2018, bate stamped ALPS000018-19.

506. Correspondence from Chris Fagan, Esq. to John Johnson, Esq. dated July 31, 2018, bate stamped ALPS000020-21.

507. Correspondence from Chris Fagan, Esq. to John Johnson, Esq. dated August 9, 2018, bate stamped ALPS000022-24.

508. Correspondence from Chris Fagan, Esq. to John Johnson, Esq. dated August 15, 2018, bate stamped ALPS000025-27.

509. Insurance Declaration Sheet previously produced on 2-12-19 bate stamped as ALPS000028.

510. ALPS Phone Records 8-14-18 to 8-15-18 previously produced on 4-11-19, bate stamped as ALPS000029-52.

511. Emails to Johnson previously produced on 5-10-19, bate stamped as ALPS000053-314.

512. Emails to Gardner and his firm previously produced on 5-10-19 bate stamped as ALPS000315-379.

513. Internal Emails previously produced on 5-10-19, bate stamped as ALPS000380-408.

514. Verizon Records for 714-397-4123 bate stamped ALPS000409-413.

515. Claim Notes (Redacted) bate stamped ALPS000414-428
with Privilege Log.

516. David Churchill text to his secretary re: reaching settlement on 08/15/18 bate
stamped ALPS000429.

517. Correspondence from John Johnson, Esq. to Chris Fagan, Esq.
dated April 18, 2018.

**(b) As to the following exhibits, the party against whom the same will be offered
objects to their admission on the grounds stated:**

(1) Set forth plaintiff's exhibits and objections to them.

Defendant ALPS objects to Plaintiffs' exhibits as follows. All objections are made based
upon the assumption that all claims will be tried together in one trial and improper and
prejudicial use of evidence in consideration of the claims against Defendant Gardner. ALPS
reserves the right to use all exhibits identified by Plaintiff and Defendant Gardner regardless of
objections set forth below.

317. Objections: Irrelevant, Unduly Prejudicial, Hearsay, Cumulative and Probative
Value outweighed by confusion and waste of time

318. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial,
Hearsay, Lacks Foundation and Authenticity, Probative Value outweighed by confusion and
waste of time

319. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation, Hearsay,
Cumulative and Probative Value outweighed by confusion and waste of time

320. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity,
Probative Value outweighed by confusion and waste of time

321. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity,
Probative Value outweighed by confusion and waste of time

322. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation, Hearsay,
Cumulative and Probative Value outweighed by confusion and waste of time

323. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation, Hearsay,
Cumulative and Probative Value outweighed by confusion and waste of time

324. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity,
Hearsay, Cumulative and Probative Value outweighed by confusion and waste of time

325. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity, Hearsay, Cumulative and Probative Value outweighed by confusion and waste of time

326. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity, Hearsay, Cumulative and Probative Value outweighed by confusion and waste of time

327. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity, Hearsay, Cumulative and Probative Value outweighed by confusion and waste of time

328. Objections: Irrelevant, Unduly Prejudicial, Hearsay, Cumulative and Probative Value outweighed by confusion and waste of time

330. Objection: Probative value outweighed by unfair prejudice

331. Objection: Probative value outweighed by unfair prejudice

332. Objection: Probative value outweighed by unfair prejudice

333. Objection: Probative value outweighed by unfair prejudice

334. Objection: Probative value outweighed by unfair prejudice

335. Objection: Probative value outweighed by unfair prejudice

336. Objection: Probative value outweighed by unfair prejudice

337. Objection: Probative value outweighed by unfair prejudice

338. Objection: Probative value outweighed by unfair prejudice

339. Objection: Probative value outweighed by unfair prejudice

340. Objection: Probative value outweighed by unfair prejudice

341. Objection: Probative value outweighed by unfair prejudice

342. Objection: Probative value outweighed by unfair prejudice

343. Objection: Probative value outweighed by unfair prejudice

344. Objection: Probative value outweighed by unfair prejudice

345. Objection: Probative value outweighed by unfair prejudice

346. Objections: Lack of Foundation, Hearsay, Probative value outweighed by unfair prejudice

347. Objection: Probative value outweighed by unfair prejudice

- 1 348. Objection: Probative value outweighed by unfair prejudice
- 2
- 3 350. Objection: Probative value outweighed by unfair prejudice
- 4 351. Objection: Probative value outweighed by unfair prejudice
- 5 352. Objection: Probative value outweighed by unfair prejudice
- 6 353. Objections: Irrelevant, Unduly Prejudicial, Lacks Foundation and Authenticity,
7 Hearsay
- 8 354. Objection: Probative value outweighed by unfair prejudice
- 9 355. Objection: Probative value outweighed by unfair prejudice, Hearsay, Irrelevant
- 10 356. Objections: Lack of Foundation, Hearsay, Probative value outweighed by unfair
11 prejudice
- 12 357. Objections: Lack of Foundation, Hearsay, Probative value outweighed by unfair
13 prejudice
- 14 358. Objection: Probative value outweighed by unfair prejudice
- 15 359. Objection: Probative value outweighed by unfair prejudice
- 16 360. Objection: Probative value outweighed by unfair prejudice
- 17 361. Objection: Probative value outweighed by unfair prejudice
- 18 362. Objection: Probative value outweighed by unfair prejudice
- 19 363. Objection: Probative value outweighed by unfair prejudice
- 20 364. Objection: Probative value outweighed by unfair prejudice
- 21 366. Objection: Probative value outweighed by unfair prejudice
- 22 367. Objection: Probative value outweighed by unfair prejudice
- 23 368. Objections: Lack of Foundation, Hearsay, Probative value outweighed by unfair
24 prejudice
- 25 369. Objections: Lack of Foundation, Hearsay, Probative value outweighed by unfair
26 prejudice
- 27 370. Objection: Probative value outweighed by unfair prejudice
- 28

1 372. Objection: Lack of Foundation, Hearsay, Probative value outweighed by unfair
2 prejudice, confidential communication

3 376. Objections. Court ordered privileged and inadmissible (law of the case), Work
4 Product, Attorney-Client Privileged, Hearsay, Probative value outweighed by unfair prejudice

5 377. Objection: Probative value outweighed by unfair prejudice

6 378. Objection: Lack of Foundation, Hearsay, Probative value outweighed by unfair
7 prejudice, confidential communication

8 379. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair
9 prejudice and cumulative evidence

10 380. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair
11 prejudice and cumulative evidence

12 381. Objections. Attorney-client communication, Probative value outweighed by
13 unfair prejudice and cumulative evidence

14 382. Objections: Probative value outweighed by unfair prejudice and cumulative

15 383. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair
16 prejudice and cumulative evidence

17 384. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair
18 prejudice

19 385. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair
20 prejudice and cumulative evidence

21 386. Objections. Irrelevant, Lack of Foundation, Hearsay, Probative value
22 substantially outweighed by unfair prejudice and confusion to the trier of fact

23 387. Objection: Probative value outweighed by unfair prejudice

24 388. Objections. Irrelevant, Lack of Foundation, Hearsay, Probative value
25 substantially outweighed by unfair prejudice and confusion to the trier of fact

26 390. Objections. Irrelevant, Lack of Foundation, Hearsay, Probative value
27 substantially outweighed by unfair prejudice and confusion to the trier of fact

28 391. Objections. Irrelevant, Lack of Foundation, Hearsay, Probative value
substantially outweighed by unfair prejudice and confusion to the trier of fact

392. Objections. Irrelevant, Lack of Foundation, Hearsay, Probative value
substantially outweighed by unfair prejudice and confusion to the trier of fact

393. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair prejudice and cumulative evidence

394. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair prejudice and cumulative evidence

395. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair prejudice

396. Objection: Probative value outweighed by unfair prejudice

399. Objections: Irrelevant and cumulative

400. Objections. Lack of Foundation, Hearsay, Probative value outweighed by unfair prejudice

401. Objection: Probative value outweighed by unfair prejudice

404. Objections. Lack of Foundation, Hearsay, Incomplete Evidence, Probative value outweighed by unfair prejudice

405. Objection: Probative value outweighed by unfair prejudice

406. Objection: Probative value outweighed by unfair prejudice

407. Objection: Probative value outweighed by unfair prejudice

408. Objection: Probative value outweighed by unfair prejudice

409. Objection: Probative value outweighed by unfair prejudice

410. Objections. Lack of Foundation and Authenticity, Speculation, Hearsay, Irrelevant, Probative value substantially outweighed by unfair prejudice and confusion, Failure to Properly and Timely Disclose for Purposes of Damage Claim

411. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial, Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

412. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial, Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

413. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial, Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

414. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial, Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

1 415. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial,
2 Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

3 416. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial,
4 Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

5 417. Objections: Does Not Constitute Evidence, Irrelevant, Unduly Prejudicial,
6 Hearsay, Lacks Foundation, Probative Value outweighed by confusion and waste of time

7 (2) Set forth Gardner Defendants' exhibits and objections to them.

8 (3) Set forth Defendant ALPS' exhibits and objections to them.

9 Plaintiffs object to the following ALPS' exhibits:

10 507. Objection to portion of exhibit: Correspondence from Chris Fagan, Esq. to John
11 Johnson, Esq. dated August 15, 2018, bate stamped ALPS000022. This exhibit
12 and certain information contained therein lack foundation, lack authentication,
13 and is inadmissible hearsay. This exhibit is further inadmissible to the extent it is
14 used to establish a statement or representation during mediation and/or otherwise
15 violates NRS 48.109(2) regarding admissions, representations or statements
16 made during mediation and/or FRE 408.

17 508. Correspondence from Chris Fagan, Esq. to John Johnson, Esq.
18 dated August 15, 2018, bate stamped ALPS000025-27. This exhibit and the
19 information contained therein lack foundation, lack authentication, and is
20 inadmissible hearsay. This exhibit is further inadmissible to the extent it is used
21 to establish a statement or representation during mediation and/or otherwise
22 violates NRS 48.109(2) regarding admissions, representations or statements
23 made during mediation and/or FRE 408.

24 510. ALPS Phone Records 8-14-18 to 8-15-18 previously produced on 4-11-19, bate
25 stamped as ALPS000029-52. This exhibit and the information contained therein
26 lack foundation, lack authentication, and is inadmissible hearsay.
27 This exhibit is further inadmissible to the extent it is used to establish a statement
28 or representation during mediation and/or otherwise violates NRS 48.109(2)
regarding admissions, representations or statements made during mediation
and/or FRE 408.

514. Verizon Records for 714-397-4123 bate stamped ALPS000409-413.
This exhibit and the information contained therein lack foundation, lack
authentication, and is inadmissible hearsay. This exhibit is further inadmissible
to the extent it is used to establish a statement or representation during mediation
and/or otherwise violates NRS 48.109(2) regarding admissions, representations
or statements made during mediation and/or FRE 408.

515. Portion of Claim Note (Redacted) bate stamped ALPS000414, dated 8/15/2018.
The information contained therein lacks foundation, lacks authentication, and is

inadmissible hearsay. The information contained on this exhibit is further inadmissible to the extent it is used to establish a statement or representation during mediation and/or otherwise violates NRS 48.109(2) regarding admissions, representations or statements made during mediation and/or FRE 408.

516. David Churchill text to his secretary re: reaching settlement on 08/15/18 bated stamped ALPS000429. This exhibit and the information contained therein lack foundation, lack authentication, and is inadmissible hearsay. This exhibit is further inadmissible to the extent it is used to establish a statement or representation during mediation and/or otherwise violates NRS 48.109(2) regarding admissions, representations or statements made during mediation and/or FRE 408.

(c) Electronic evidence: [State whether the parties intend to present electronic evidence for purposes of jury deliberations.]

Yes.

(d) Depositions:

(1) Plaintiffs will offer the following depositions: [Indicate name of deponent and identify portions to be offered by pages and lines and the party or parties against whom offered.]

Plaintiffs do not expect to read any deposition testimony in lieu of calling a live witness to the stand except for purposes of impeachment and refreshing. Should any witness be unavailable for trial, Plaintiffs reserve the right to use any of the depositions taken in this case at trial for any purposes permitted by the Federal Rules of Civil Procedure, including but not limited to the following testimony cited:

- a. Justin Brink: 6:8-21; 9:15-23; 10:10-24; 15:22-16:1; 16:9-25 (Gardner)
- b. Christopher Fagan: 5:15-19, 7:3-8:23; 8:3-23; 18:16-25; 44:14-45:12; 59:8-60:7; 61:22-63:10; 65:7-19; 66:1-8; 71:2-72:1; 74:14-75:22; 76:1-5 (ALPS)
- c. Antoinette Ferris: GAR000360:4-9; 000372:4-000373:14; 000383:6-384:24; 000395:3-17; 000430:9-25; 000432:3-25; 000439:20-440:24 (Gardner)
- d. Douglas Gardner: 18:7-23:18; 154:3-155:12; 169:1-171:11 (Gardner/ALPS)
- e. John Johnson: 5:3-7:5; 8:13-9:4, 14:3-25; 19:1-11, 33:5-35:8; 37:22-38:10; 65:11-19; 71:18-72:4 (ALPS)
- f. Lin Lan: 39:5-17; 45:24-46:18; 55:9-56:6; 61:23-62:24 (ALPS)

g. Sharon McNair: 14:22-15:25; 20:10-18; 21:20-24; 26:16-27:25; 33:2-6; 53:19-54:11 (Gardner)

h. Jennifer Meachem: 12:22-13:21; 15:11-20; 21:8-16; 21:24-22:7; 26:14-18; 27:19-25; 28:5-25; 29:13-20; 36:6-16; 37:5-18; 62:3-10; 86:2-13; 89:17-90:16; 95:14-18; 101:19-103:4 (Gardner)

i. Mike Palar: 4:16-21; 9:1-18; 12:2-20:7; 21:19-22:11; 24:8-25:11; 26:10-32:9; 35:2-40:11; 41:9-45:6; 46:10-23; 52:18-24; 65:3-67:6; 68:23-69:13 (Gardner)

(2) Gardner Defendants will offer the following depositions: [Indicate name of deponent and identify portions to be offered by pages and lines and the party or parties against whom offered.]

Gardner Defendants do not expect to read any deposition testimony at this time in lieu of calling a live witness to the stand except for purposes of impeachment and refreshing. Gardner Defendants reserve the right to object to the admission of any deposition testimony offered by Plaintiffs at this time because no party has indicated that any witness will be unavailable for trial necessitating the need for the read-in use of any deposition testimony. Should any witness be unavailable for trial, Defendants reserve the right to use any of the depositions taken in this case at trial for any purposes permitted by the Federal Rules of Civil Procedure.

1. David Churchill
2. Douglas Gardner
3. Lin Lan
4. Sharon McNair
5. Jennifer Meachum
6. Ignacio Nunez
7. Brett South
8. Doug Rands

(3) Defendant ALPS will offer the following depositions: [Indicate name of deponent and identify portions to be offered by pages and lines and the party or parties against whom offered.]

Defendant ALPS does not expect to read any deposition testimony at this time in lieu of calling a live witness to the stand except for purposes of impeachment and refreshing. Should any witness be unavailable for trial, Defendant reserves the right to use any of the depositions taken in this case at trial for any purposes permitted by the Federal Rules of Civil Procedure.

1. David Churchill
2. Chris Fagen
3. Douglas Gardner
4. John Johnson
5. Lin Lan
6. Sharon McNair

7. Jennifer Meachum

8. Ignacio Nunez

(e) Objections to Depositions:

(1) Gardner Defendants object to Plaintiffs' depositions as follows:

(2) Defendant ALPS objects to Plaintiffs' depositions as follows:

ALPS reserves the right to object to the admission of any deposition testimony offered by Plaintiffs at this time. No party has indicated that any witness will be unavailable for trial necessitating the need for the read-in use of any deposition testimony.

(3) Plaintiffs objects to Defendants' depositions as follows:

Should any Defendant introduce or use any deposition testimony at trial, Plaintiffs reserve the right to object to any such testimony introduced, whether on the basis of objections previously asserted or otherwise. Further, Plaintiffs reserve the right to object to any deposition testimony that discloses communications or actions by or between any parties or persons that occurred during the course of the August 15, 2018 settlement conference, insofar as such communications or actions are privileged, pursuant to NRS 48.109(2), attorney-client privilege, privacy laws, or other applicable privileges.

VIII.

The following witnesses may be called by the parties at trial:

(a) Provide names and addresses of Plaintiffs' witnesses.

CLAIMS vs. GARDNER DEFENDANTS

1. Douglas J. Gardner by and through the attorneys of record for Mr. Gardner, and David A. Clark, Esq. of Lipson Neilson, P.C.
2. Jennifer L. Meacham, address unknown, but believed contact should be made through David A. Clark of Lipson Neilson, P.C.
3. David J. Churchill, Esq., Injury Lawyers of Nevada, 6900 Westcliffe Drive, Suite 707, Las Vegas, Nevada 89145
4. Douglas R. Rands, Esq., 9498 Double R Boulevard, Suite A, Reno, NV 89521.
5. Brett K. South, Esq., 9498 Double R Boulevard, Suite A, Reno, Nevada 89521.
6. Gilbert Hernandez, Esq., Cozen & O'Connor, 457 Haddonfield Road, Suite 300, PO Box 5459, Cherry Hill, NJ 08002.

7. Antoinette Ferris c/o David J. Churchill and Julie K. Smith 6900 Westcliffe Drive, Suite 707, Las Vegas, Nevada 89145
8. Mike Palar, address unknown. Last known phone: 805-300-1579.
9. Daniel Dominguez, 8020 Revolver Avenue, Las Vegas, Nevada 89131
10. Michael White, address unknown, last known phone number 805-701-7200
11. Michael Ferris, c/o David J. Churchill, Esq. Injury Lawyers of Nevada 6900 Westcliffe Drive, Suite 707, Las Vegas, Nevada 89145
12. Vincent Panko, Protocol Insurance Services, c/o Counsel for Plaintiffs.
13. Ignacio Nunez, 122 N Frijole Ave, West Covina, CA 91790
14. Lin Lan, c/o Counsel for Plaintiffs.
15. Ben Feldman, Rockridge Business Center LLC, 1500 E. Tropicana Ave., Las Vegas, NV 89119
16. Justin R. Brink, MBSE, 6905 W. Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89117.
17. Sharon J. McNair, CPA, 4955 S. Durango Drive, Suite 207, Las Vegas, Nevada 89113.
18. Ronald G. Kong, M.D., 501 S. Rancho Drive, Suite A-5, Las Vegas, Nevada 89106.
19. Sofronio Soriano, Jr., M.D., 501 S. Ranch Dr., Las Vegas, NV 89106
20. Joseph J. Schifini, M.D., 600 S Tonopah Dr. #240, Las Vegas, NV 89106
21. Alan Schwartz, D.O., Concentra Medical Centers, 5850 S. Polaris Avenue, Suite 100, Las Vegas, Nevada 89118.
22. Hugh Bassewitz, M.D., Desert Orthopedic Center, 2800 E. Desert Inn Road, Suite 100, Las Vegas, Nevada 89121.
23. G. Michael Elkanich, M.D., 2020 Palomino Lane, Suite 200, Las Vegas, Nevada 89106.
24. Firooz Mashhood, M.D., 734 E. Sahara Avenue, Las Vegas, Nevada 89104.

25. Leo Germin, M.D., 7751 W. Flamingo Road, Suite A-100, Las Vegas, NV 89012.
26. Bart Taylor, P.T., 7301 Peak Drive, Suite 150, Las Vegas, Nevada 89128
27. Linda M. Thornburg, M.S., P.O. Box 9420, Pahrump, Nevada 89060.
28. Terrance M. Clauretie, Ph.D., 217 Palmetto Point Drive, Henderson, Nevada 89010, Phone: 702-813-9383.
29. Thomas J. Jennings, 355 W. Mesquite Boulevard, #D-30, PMB 1-111, Mesquite, Nevada 89027, Phone: 702-613-5076.
30. Mark Kabins, M.D., 501 S. Rancho Dr., Suite I-67, Las Vegas, NV 89106
31. Jeffrey D. Gross, M.D., 4700 Von Karman, Suite 1000, Newport Beach, CA 92660
32. Dawn Cook, RN, CNLCP, CLCP, 1001 E. Sunset Rd. #97553, Las Vegas, NV 89193-7553. (702) 544-2159
33. Benjamin J. Ewers, Ph.D., P.E., 1917 Oak Park Blvd., Pleasant Hill, CA 94523. (415) 398-3018
34. Jason E. Garber, M.D., 3012 South Durango, Las Vegas, NV 89117. (702) 835-0088
35. Steven E. Hake, M.D., 1533 Via Della Scala St., Henderson, NV 89052. (858) 500-6543
36. Dennis L. Kennedy, Esq., 8984 Spanish Ridge Ave., Las Vegas, NV 89148-1302. (702) 562-8820
37. Kevin B. Kirkendall, MBA, CPA-CGMA, CFE, 1522 West Warm Springs Rd., Henderson, NV 89014. (702) 313-1560
38. William C. Reeves, Esq., 600 S. Tonopah Dr., Ste. 300, Las Vegas, NV 89106. (702) 699-7822
39. Ricky A. Sarkisian, Ph.D., 545 East Alluvial Ave., Ste. 116, Fresno, CA 93720-2826. (559) 439-8000
40. Peter J. Zande, C.S.P., 22091 Forest Rim Circle, Lake Forest, CA 92630. (949) 859-0409

CLAIMS v. DEFENDANT ALPS

1. Douglas J. Gardner by and through the attorneys of record for Mr. Gardner, and David A. Clark, Esq. of LIPSON NEILSON P.C.
2. David J. Churchill, Esq., Injury Lawyers of Nevada, 6900 Westcliffe Drive, Suite 707, Las Vegas, Nevada 89145
3. Lin Lan, c/o Counsel for Plaintiff.
4. Douglas R. Rands, Esq., 9498 Double R Boulevard, Suite A, Reno, NV 89521.
5. Brett K. South, Esq., 9498 Double R Boulevard, Suite A, Reno, Nevada 89521.
6. Gilbert Hernandez, Esq., Cozen & O'Connor, 457 Haddonfield Road, Suite 300, PO Box 5459, Cherry Hill, NJ 08002.
7. John P. Johnson Esq., Cozen & O'Connor, 457 Haddonfield Road, Suite 300, PO Box 5459, Cherry Hill, NJ 08002.
8. Christopher Fagan, Esq., c/o Counsel for Defendant ALPS.
9. Rob Tameler, c/o Counsel for Defendant ALPS.

(b) Provide names and addresses of Gardner Defendants' witnesses.

1. Douglas J. Gardner, Esq.
c/o Lipson Neilson P.C.
9900 Covington Cross, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500
2. FRCP 30(b)(6) Representative(s)
Douglas J. Gardner, Ltd.
c/o Lipson Neilson P.C.
9900 Covington Cross, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500
3. FRCP 30(b)(6) Representative(s)
Rands & South, Ltd.
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(702) 382-1500
4. FRCP 30(b)(6) Representative(s)

Alps Property & Casualty Insurance
c/o Olson, Cannon, Gormley, Angulo & Stoberski
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Las Vegas, Nevada 89129
(702) 384-4012

5. FRCP 30(b)(6) Representative(s)
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-and-
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6. FRCP 30(b)(6) Representative(s)
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9. Antoinette Ferris
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10. Ignacio Nunez
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11. Lin Lan
 c/o Plaintiff's Counsel
 P.O. Box 628
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 (714) 228-7900

12. Jim Hirsch
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13. Heidi Sanchez
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 c/o Plaintiff's Counsel
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14. Mike Palar
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 dba Nema Business Center, LLC
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19. Douglas Rands, Esq.
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 9900 Covington Cross, Suite 120
 Las Vegas, Nevada 89144
 (702) 382-1500

(c) Provide names and addresses of Defendant ALPS' witnesses.

1. Person Most Knowledgeable
 Century-National Insurance Company
 c/o James P.C. Silvestri, Esq.
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 Las Vegas, Nevada 89101
 and John A. Marshall, Esq.
 MARSHALL & ASSOCIATES
 26565 W. Agoura Rd., Ste. 200
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2. Person Most Knowledgeable
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- 1 8. Israel Kunin, Esq.
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17 122 N Frijo Ave
18 West Covina, CA 91790
- 19 13. Douglas Gardner
20 c/o Joseph P. Garin, Esq.
21 David A. Clark, Esq.
22 LIPSON, NEILSON, P.C.
 9900 Covington Cross Drive, Ste. 120
 Las Vegas, Nevada 89144

IX.

The attorneys or parties have met and jointly offer three (3) trial dates:

November 7, 2022 November 14, 2022 December 5, 2022

It is expressly understood by the undersigned that the court will set the trial of this matter on one (1) of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the court's calendar.

X.

It is estimated that the trial herein will take a total of 10 days.

APPROVED AS TO FORM AND CONTENT:

/s/ JAMES P.C. SILVESTRI

Signature of Attorney for Plaintiffs

James P.C. Silvestri, Esq.
Nevada State Bar No. 3603
PYATT SILVESTRI
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Telephone: 702-383-6000
Facsimile: 702-477-0088
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/s/ JOHN A. MARSHALL

Signature of Attorney for Plaintiffs

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///

///

/s/ DAVID A. CLARK

Signature of Attorney for Gardner Defendants

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Attorneys for Douglas J. Gardner, Esq.,

Douglas J. Gardner, Ltd. and

Rands South, Ltd.

/s/ JAMES R. OLSON

Signature of Attorney for Defendant ALPS

JAMES R. OLSON, ESQ.

Nevada Bar No. 000116

THOMAS D. DILLARD, JR., ESQ.

Nevada Bar #006270

OLSON, CANNON, GORMLEY

& STOBERSKI

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Las Vegas, Nevada 89129

P: 702-384-4012

tdillard@ocgas.com

Attorneys for ALPS

XI.

ACTION BY THE COURT

This case is set for jury trial on the November 14, 2022, trial stack at 9:00 a.m.

The calendar call shall be held on November 8, 2022, at 9:00 a.m. in courtroom 6C.

DATED: April 6, 2022


UNITED STATES DISTRICT JUDGE

JOINT EXHIBIT LIST

Joint Exhibit List

Exhibit No.	Description of Evidence Against Gardner Defendants	Objections Asserted
001.	August 17, 2005 HealthCare Partners report, CNIC001345-1348	
002.	September 29, 2005 HealthCare Partners report, CNIC001342-1344	
003.	December 2, 2008 HealthCare Partners report, CNIC001339-1341	
004.	December 15, 2008 HealthCare Partners report, CNIC001331-1338	
005.	September 13, 2009 HealthCare Partners report, CNIC001328-1330	
006.	November 13, 2009 HealthCare Partners report, CNIC001324-1327	
007.	June 25, 2014-July 12, 2014 Concentra Medical Centers records, CNIC001415-1446	
008.	July 14, 2014 letter from Injury Lawyers of Nevada to CH Wong Insurance, CNIC000275	
009.	July 15, 2014 email from CH Wong Insurance to Raene O'Neil, CNIC000276	
010.	July 15, 2014 Injury/Property Damaged document, CNIC000277	
011.	July 15, 2014 General Liability Notice of Occurrence Claim, CNIC000278	
012.	July 15, 2014 Claims Activity & Diary, CNIC005947	
013.	July 16, 2014 DMCIS Policy: Master Info and Coverage Info, CNIC005939-5945	
014.	July 16, 2014 email from Jim Hirsch to Sharon Almeida, CNIC005946	
015.	July 17, 2014 letter from Precision Risk Management to Protocol, CNIC000273-274	
016.	July 18, 2014 letter from Protocol Insurance Services to Injury Lawyers of Nevada, CNIC000272	
017.	July 22, 2014 Transcript of Mike Palar Recorded Statement by Vincent Panko, GAR000001-7	
018.	July 22, 2014, Protocol Insurance Services Photokey Mounting Card, GAR000067-70	
019.	July 24, 2014 Desert Radiologists Medical Imaging Report, CNIC001488-1489	
020.	July 31, 2014- September 11, 2015 reports and records from Matt Smith Physical Therapy, CNIC001871-1976	

021.	August 1, 2014 letter from Protocol Insurance Services to Precision Risk Management, CNIC000266-267	
022.	August 20, 2014 Clerical Request, CNIC005952	
023.	August 21, 2014 ISO Claimsearch Match Report, CNIC005948-5951	
024.	September 8, 2014 letter from Protocol Insurance Services to Precision Risk Management, CNIC000265	
025.	September 18, 2014 email from Heid Sandez to Vincent Panko, CNIC000264	
026.	September 22, 2014 email from Vincent Panko to Heidi Sandez, CNIC000262-263	
027.	October 27, 2014 letter from Protocol Insurance Services to Precision Risk Management, CNIC000260	
028.	December 15, 2014 letter from Protocol Insurance Services to Precision Risk Management, CNIC000257	
029.	March 13, 2015 email from Vincent Panko to Heidi Sandez, CNIC000256	
030.	April 3, 2015 Desert Orthopaedic Center report, CINC001718-1721	
031.	May 5, 2015, G.M. Elkanich, MD report, CNIC001780-1798	
032.	May 28, 2015 Firooz Mashhood, MD report, CNIC001836-1839	
033.	June 30, 2015 letter from Protocol Insurance Services to Precision Risk Management, CNIC000255	
034.	July 16-30, 2015 Clinical Neurology Specialists reports, CNIC001842-1857	
035.	August 4, 2015, G.M. Elkanich, MD report, CNIC001799-1801	
036.	August 18, 2015 letter from Protocol Insurance Services to Precision Risk Management, CNIC000254	
037.	September 22, 2015 Work Restriction from Dr. Kong, CNIC001352	
038.	October 7, 2015 letter from Protocol Insurance Services to Precision Risk Management, CNIC000253	
039.	November 4, 2015 Ronald G. Kong report, CNIC001217-1219	
040.	December 9, 2015 letter from Protocol Insurance Services to Precision Risk Management, CNIC000252	
041.	February 9, 2016 letter from Protocol Insurance Services to Precision Risk Management, CNIC000251	

042.	April 13, 2016 letter from Protocol Insurance Services to Precision Risk Management, CNIC000250	
043.	April 28, 2016 Summons and Complaint, CNIC000245-249	
044.	May 4, 2016 note to Ignacio Nunez re assignment of claim, CNIC005937	
045.	May 7, 2016 email from Jim Hirsch to Douglas Gardner, CNIC000242	
046.	May 7, 2016 letter from Jim Hirsch to Douglas Gardner, CNIC000239-240	
047.	May 16, 2016 letter from Jim Hirsch to Michael White, CNIC000241	
048.	June 20, 2016 Defendant's Answer to Plaintiff's Amended Complaint, CNIC001386-1391	
049.	June 20, 2016 Demand for Jury Trial, CNIC001398-1399	
050.	June 20, 2016 Initial Appearance Filing Fee Disclosure, CNIC001402-1404	
051.	June 21, 2016 letter from Douglas Gardner to David Churchill, CNIC000087	
052.	July 6, 2016 Request for Exemption from Arbitration, CNIC001985-1988	
053.	July 19, 2016 letter from Protocol Insurance Services to Precision Risk Management, Inc. CNIC005920	
054.	August 3, 2016 Commissioner's Decision on Request for Exemption, CNIC001989-1990	
055.	August 29, 2016 Notice of Early Case Conference, CNIC001991-1992	
056.	September 6, 2016 email from Gaylynn Mccullough to Ignacio Nunez, CNIC06195	
057.	September 6, 2016 Defendant's Early Case Conference List of Witnesses and Production of Documents, with Exhibit, CNIC001993-1999	
058.	September 8, 2016 Amended Notice of Early Case Conference, CNIC002000-2001	
059.	September 12, 2016 Plaintiff's Initial Early Case Conference List of Witnesses and Exhibits, with Exhibits, CNIC000286-841	
060.	September 12, 2016 Joint Case Conference Report, CNIC002018-2026	
061.	September 15, 2016 Medical Special Matrix, GAR005399-5400	
062.	Medical Summary of Plaintiff's Initial ECC Medical Records produced, GAR005401-5402	
063.	Medical Providers summary, GAR005403	

064.	September 20, 2016 Defendant's First Set of Interrogatories to Plaintiff, CNIC002047-2055	
065.	September 20, 2016 Defendant's First Set of Request for Production of Documents to Plaintiff, CNIC002065-2071	
066.	October 3, 2016 Notice of Deposition of Antoinette Ferris, CNIC002079-2081	
067.	October 7, 2016 Plaintiff Responses to Defendant's Requests for Production of Documents, CNIC000842-859	
068.	October 7, 2016 Plaintiff Answers to Defendant's Interrogatories, CNIC000860-873	
069.	October 12-13, 2016 email exchange between Ignacio Nunez and Douglas Gardner, CNIC006147	
070.	October 13, 2016 email from Ignacio Nunez to Doug Gardner, CNIC005926	
071.	October 13, 2016 email exchange between Elaine Johnson and Chelsea Calinao, CNIC000216-217	
072.	October 27, 2016 letter from Douglas Gardner to Allen Schwartz, DO at Concentra Medical Centers, CNIC000091-94	
073.	October 27, 2016 letter from Douglas Gardner to Dr. Hugh Bassewitz at Desert Orthopedic Center, CNIC000095-98	
074.	October 27, 2016 letter from Douglas Gardner to Joseph Schifini, MD at Las Vegas Pain Control Associates, CNIC000099-102	
075.	October 27, 2016 letter from Douglas Gardner to Ronald Kong, MD, CNIC000103-107	
076.	October 31, 2016 Scheduling Order, CNIC002131-2133	
077.	November 4, 2016 Order Setting Civil Jury Trial, CNIC000220-221	
078.	November 8, 2016 letter from Douglas Gardner to Ignacio Nunez, CNIC000219	
079.	November 9, 2016 Transcript of Deposition of Antoinette Ferris, GAR000229-604	
080.	November 14, 2016 email from Douglas Gardner to Jim Hirsch, CNIC000222-223	
081.	January 11, 2017 Defendant's Early Case Conference First Supplemental to List of Witnesses and Production of Documents, CNIC002136-2155	

082.	February 9, 2017 Plaintiff's First Set of Interrogatories to Defendant, CNIC002156-2159	
083.	February 9, 2017 Plaintiff's First Set of Requests for Production to Defendant, CNIC002160-2163	
084.	March 23, 2017 letter from David Churchill to Douglas Gardner, CNIC000107	
085.	June 2017 (unsigned) Answers to Plaintiff's First Set of Interrogatories to Defendant, CNIC002176-2183	
086.	June 13, 2017 Plaintiff's Early Case Conference List of Witnesses and Exhibits (First Supplement), CNIC0002164-2175	
087.	June 14, 2017, Plaintiff's NRCP 16.1 a(2)(B) Disclosure of Expert Jeffrey D. Gross, MD with Exhibits, GAR000748-001037	
088.	June 14, 2017, Plaintiff's NRCP 16.1 a(2)(B) Disclosure of Expert Linda Thornburg, CNIC002252-2273	
089.	June 14, 2017, Plaintiff's NRCP 16.1 a(2)(B) Disclosure of Expert Terrence M. Clauretie, Ph.D., with Report on the Lost Earnings of Ms. Antoinette Ferris, CNIC002271-2316	
090.	June 14, 2017, Plaintiff's NRCP 16.1 a(2)(B) Disclosure of Expert Thomas Jennings, CNIC002317-2336	
091.	June 20, 2017 Notice of Change of Hearing, CNIC002395	
092.	June 21, 2017 email from Sharon McNair to Jennifer Meachem and Douglas Gardner, CNIC000108	
093.	June 21, 2017 email from Jennifer Meachem to Sharon McNair, GAR004187-4189	
094.	June 21-22, 2017 email exchange between Sharon McNair and Jennifer Meachem, CNIC000117-119	
095.	June 22, 2017 email exchange between Jennifer Meachem and Brianna Baca, CNIC000113-114	
096.	June 23, 2017 email from Jennifer Meachem to J Brink, CNIC000120	
097.	June 23, 2017 letter (unsigned) from Douglas Gardner to David Churchill, GAR004260-4261	
098.	June 21-23, 2017 email exchange between Jennifer Meachem and Sharon McNair, CNIC000121-130	

099.	June 23-26, 2017 email exchange between Jennifer Meachem and Justin Brink, CNIC000137-139	
100.	June 26, 2017 letter from Douglas Gardner to Mark Kabins, GAR004413-4414	
101.	June 23-27, 2017 email exchange between Jennifer Meachem and Justin Brink, CNIC000151-155	
102.	June 27, 2017 letter from Douglas Gardner to David Churchill, CNIC000133-134	
103.	June 27, 2017 Notice of Independent Medical Examination, CNIC002399-2401	
104.	June 29, 2017 email from Douglas Gardner to Ignacio Nunez with attachments , CNIC006172-6192	
105.	June 29, 2017 email from Jennifer Meachem to Douglas Gardner, CNIC000159-160	
106.	June 30, 2017 email from Jennifer Meachem to A Palar, CNIC000161	
107.	June 30, 2017 Response to Plaintiff's First Set of Requests for Production to Defendant, CNIC002402-2408	
108.	June 30, 2017 Defendant's Second Supplemental Early Case Conference List of Witnesses and Production of Documents, with Exhibits E (claim file) and F (Mike Palar recorded statement), CNIC002409-2459	
109.	June 30, 2017 Notice of Deposition of Mike Palar, CNIC002460-2462	
110.	June 30, 2017 Notice of Inspection, CNIC002463-2465	
111.	June 29-30, 2017 email exchange between Jennifer Meachem and Sharon McNair, CNIC000162-164	
112.	June 22-July 10, 2017 emails between Jennifer Meachem and Brianna Baca, CNIC000169-173	
113.	July 5, 2017 letter from Sharon McNair to Douglas Gardner, CNIC000233-235	
114.	July 5, 2017 letter from Douglas Gardner to Ignacio Nunez, GAR004601-4604	
115.	July 6, 2017 letter from Douglas Gardner to Ignacio Nunez, CNIC000001-4	
116.	July 10, 2017 email exchange between Jennifer Meachem and Douglas Gardner, CNIC000165	
117.	July 10, 2017 Offer of Judgment, CNIC000050-52	
118.	July 12, 2017 Notice to Vacate Independent Medical Examination, GAR006714-6716	
119.	July 12, 2017 email from Jennifer Meachem to Ignacio Nunez, CNIC000048	
120.	July 12, 2017 letter from Douglas Gardner to Ignacio Nunez, CNIC000049-52	

121.	June 22-July 13, 2017 email exchange between Jennifer Meachem and Brianna Baca, CNIC000181-186	
122.	July 13, 2017 email exchange between Jennifer Meachem and Brianna Baca, CNIC000020-25	
123.	July 13-14, 2017 email exchange between Douglas Gardner and Sharon McNair, CNIC000026-28	
124.	July 14, 2017 Plaintiff's Early Case Conference Disclosure of Witnesses and Exhibits (Second Supplement), with Exhibits 23-38, CNIC002497-2764	
125.	July 27, 2017 Transcript of Deposition of Mike Palar, GAR000605-000747	
126.	August 2, 2017 email from Jennifer Meachem to Douglas Gardner, CNIC000019	
127.	August 2, 2017, email memo from Jennifer Meachem to Douglas Gardner, CNIC000192-193	
128.	August 7, 2017 email from Evolve Depositions to L Richardson, CNIC000194	
129.	August 14, 2017, letter from Jennifer Meachem to ACE Executive Services, with check to Daniel Dominguez and notice and subpoena of Deposition of Daniel Dominguez, CNIC000195-203	
130.	August 17, 2018 Affidavit of Service Daniel Dominguez, CNIC003017	
131.	August 17, 2017 email exchange between Jennifer Meacham and Lili Salonga, CNIC000039	
132.	August 18, 2017 email exchange between Douglas Gardner and Ignacio Nunez, CNIC000040-41	
133.	August 22, 2017 letter from Douglas Gardner to Ignacio Nunez, CNIC000042-45	
134.	August 23, 2017 Motion for Protective Order Prohibiting Deposition of Daniel Dominguez on Order Shortening Time, with Exhibits, CNIC002779-2917	
135.	August 23, 2017 Motion to Compel Discovery Responses, GAR007078-7146	
136.	August 24, 2017 Plaintiff's Motion to Strike Defendant's Answer, CNIC002924-2996	
137.	August 25, 2017 Notice of Vacating Deposition of Daniel Dominguez, CNIC002918-2920	
138.	August 31, 2017 Defendant's Third Supplemental Early Case Conference List, CNIC003013-3016	
139.	August 31, 2017 letter from Douglas Gardner to David Churchill, CNIC000212	
140.	August 31, 2017 Defendant's Amended Response to Plaintiff's First Set of Requests for Production, GAR007241-7246	

141.	August 31, 2017 Answers to Plaintiff's First Set of Interrogatories to Defendant, CNIC002466-2473	
142.	August 18-September 13, 2017 email exchange between Douglas Gardner and Ignacio Nunez, CNIC000056-59	
143.	September 2017 Discovery Commissioner's Report (signed by Gardner only), CNIC004475-4479	
144.	September 11, 2017 letter from Douglas Gardner to David Churchill re vacating Dominguez deposition, CNIC000047	
145.	September 11, 2017 letter from Douglas Gardner to David Churchill re transcript of Dominguez recording, CNIC000062-63	
146.	September 11, 2017 email from Jennifer Meachem to Douglas Gardner, CNIC000215	
147.	September 12, 2017 Defendant's Fourth Supplemental Early Case Conference List, with Exhibits G to N, CNIC003018-3740	
148.	September 13, 2017 email from Douglas Gardner to Ignacio Nunez, GAR005083-5086	
149.	September 27, 2017 Plaintiff's Supplemental Disclosure of Expert Thomas Jennings, with Supplemental Report, CNIC004469-4474; 5784-5789	
150.	October 4, 2017, Defendant's Opposition to Motion to Strike Answer, CNIC004480-4517	
151.	October 9, 2017 email from Douglas Gardner to "Mr. Whire", CNIC000053-54; 6148-6149	
152.	October 9, 2017 email from Douglas Gardner to Ignacio Nunez, CNIC000055	
153.	October 11, 2017, email from Jennifer Meachem to Douglas Gardner, CNIC000060	
154.	October 12, 2017 email from Douglas Gardner to Ignacio Nunez, CNIC000061	
155.	October 13, 2017 Defendant's Motion to Strike Expert Thomas Jennings, CNIC004518-4571	
156.	October 18, 2017 email from Jennifer Meachem to Douglas Gardner, GAR005127	
157.	October 19, 2017 Discovery Commissioner's Report and Recommendations, CNIC004572-4576	

158.	November 2, 2017, Plaintiff's Opposition to Motion to Strike Thomas Jennings, CNIC004577-4596	
159.	November 13, 2017, Discovery Commissioner's Report and Recommendations, CNIC004597-4601; 4605-4609	
160.	November 16, 2017 Notice of Entry of Order, CNIC004603-4604	
161.	November 28, 2017 email from Lili Salonga to Douglas Gardner, CNIC000224	
162.	November 29, 2017 Order, CNIC004610-4611	
163.	December 6, 2017 trial confirmation from Eighth Judicial District Court, Dept. 24 to Churchill and Gardner, CNIC005906	
164.	December 11, 2017 Notice of 2.67 Conference, GAR008895-8896	
165.	December 11, 2017 Plaintiff's Early Case Conference List of Witnesses and Exhibits (Fifth Supplement), GAR00008904-8918	
166.	December 11, 2017 Plaintiff's Pretrial Disclosures Pursuant to NRCP 16.1(a)(3), GAR008897-8903	
167.	December 12, 2017 Discovery Commissioner's Report and Recommendations, GAR008919-8922	
168.	December 12, 2017 Pre-Trial report from Douglas Gardner to Ignacio Nunez, CNIC000072-77; 6137-6142	
169.	December 13, 2017 email from Lili Salonga to Douglas Gardner, with pre-trial memo attached, GAR005183-5190	
170.	December 13, 2017 Plaintiff's Proposed Jury Instructions with Cites, GAR008932-8980	
171.	December 13, 2017 Plaintiff's Propose Subjects for Voir Dire, GAR009039-9042	
172.	December 14, 2017 email from Lisa Richardson to Bill Neslon, GAR005135	
173.	December 14, 2017 email from Lili Salonga to Douglas Gardner, with Jury Instructions attachment, GAR005136-5181	
174.	December 14, 2017 Joint Pre-Trial Memorandum, GAR009026-009034	
175.	December 14, 2017 Notice of Entry of Order, GAR009035-9038	
176.	December 17-18, 2017 email from Douglas Gardner to Ignacio Nunez, CNIC006135-6136	
177.	December 18, 2017 email from Lisa Richardson to Douglas Gardner, GAR005191	

178.	December 28, 2017 email from Douglas Gardner to Ignacio Nunez, CNIC000064-69	
179.	December 12-28, 2017 emails from Douglas Gardner to Ignacio Nunez, CNIC006129-6134	
180.	January 2, 2018 email from Jennifer Meachem to Mr. Palar, CNIC000078	
181.	January 3, 2018 Liability Lost Status Report to Lin Lan for Trial Notification, CNIC005875-5876	
182.	January 4, 2018 trial discussion meeting, containing December 2018 Pre-trial Report, CNIC006123-6128	
183.	January 4, 2018 email from Ignacio Nunez to Joseph Diapaul, CNIC005877	
184.	January 4, 2018, notice to Jodi from Ignacio, CNIC005913	
185.	January 4, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC000079-80	
186.	January 5-9, 2018 email exchange between Lili Salonga and Jennifer Meachem, GAR005233	
187.	January 8, 2018 Discovery Commissioner's Report and Recommendations, GAR009043-9046	
188.	January 8, 2018, email from Douglas Gardner to Ignacio Nunez with Large Loss Report attachment, CNIC006118-6122	
189.	January 9, 2018 Notice of Entry of Order, GAR009048-9053	
190.	January 11, 2018 email from Kurt Anderson to Douglas Gardner, GAR005235	
191.	January 11-12, 2018 email exchange between Ignacio Nunez and Douglas Gardner, CNIC006116	
192.	January 12, 2018, email from Lisa Richardson to Ignacio Nunez, CNIC005905	
193.	January 15, 2018, email from Ignacio Nunez to Douglas Gardner, CNIC006100	
194.	January 16, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC006115	
195.	January 16, 2018 Fed Ex Shipment Receipt from Precision Risk Management to Douglas Gardner, CNIC005904	
196.	January 17, 2018 email from Jim Hirsch to Douglas Gardner, GAR005237	
197.	January 17, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC000086	
198.	January 17-18, 2018 emails from Douglas Gardner to Ignacio Nunez, CNIC006111-6112	

199.	January 18, 2016 Verdict, GAR005351	
200.	January 19, 2018 email exchange between Ignacio Nunez and Douglas Gardner, CNIC6099	
201.	January 19, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC006108	
202.	January 19, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC006110	
203.	January 20, 2018 email exchange between Jessica Lemon and Jim Hirsch, CNIC006106	
204.	January 20-22-2018 email exchange between Jim Hirsch and CH Wong Insurance Agency, CNIC006104-6105	
205.	January 22, 2018 email from Ignacio Nunez to Michael White, CNIC006103	
206.	January 24, 2018 email from Douglas Gardner to Ignacio Nunez, GAR005246	
207.	January 23-24, 2018 email exchange between Vincent Panko and Ignacio Nunez, CNIC006102	
208.	January 26, 2018 Verified Memorandum of Costs and Disbursement, GAR009054-9137	
209.	January 29, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC006101	
210.	January 30, 2018 letter from Cara Xidis to Century National, CNIC005989	
211.	January 30, 2018 letter from Cara Xidis to Ignacio Nunez, CNIC006096	
212.	January 22, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006098	
213.	January 25, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006097	
214.	January 31, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006093	
215.	January 31, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006094	
216.	January 31, 2018 email from Douglas Gardner to Jennifer Meachem, GAR005338-5339	
217.	January 31, 2018 Motion to Retax Costs, GAR009242-9248	
218.	February 1, 2018 Amended Verified Memorandum of Costs and Disbursements, GAR009253-9256	
219.	February 1, 2018 letter from Ignacio Nunez to Cara Xidis, CNIC006092	
220.	February 2, 2018 Motion to Retax Costs, GAR009257-9269	
221.	February 5, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006091	
222.	February 5, 2018 email from Ignacio Nunez to Lin Lan, CNIC006090	

223.	February 6, 2018 email from Douglas Gardner to Ignacio Nunez, CNIC006087-6088	
224.	February 6, 2018 Judgment on Jury Verdict, GAR005348-5351	
225.	February 7, 2018 Notice of Entry of Judgment, GAR009283-9288	
226.	February 8, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006089	
227.	February 8, 2018 email exchange between Ignacio Nunez and Douglas Gardner, CNIC006081-6082	
228.	February 14, 2018 Opposition to Motion to Retax Costs, GAR009289-9397	
229.	February 15, 2018 letter from Cara Xidis to Ignacio Nunez, CNIC006083-6084	
230.	February 15, 2018 letter from Cara Xidis to Century National, CNIC005991-5992	
231.	February 20, 2018 email from Douglas Gardner to Cara, GAR005363	
232.	February 21, 2018 email from Douglas Gardner to Ignacio Nunez, GAR005366	
233.	February 21-22, 2018 email exchange between Ignacio Nunez and Douglas Gardner, CNIC006075-6080	
234.	February 22, 2018 Motion for New Trial with exhibits, CNIC006052-6071	
235.	February 27, 2018 Notice of Appearance, GAR009456-9458	
236.	March 1, 2018 letter from Gilbert Hernandez to Douglas Gardner, GAR005374-5375	
237.	March 2, 2018 email from Douglas Gardner to Gilbert Hernandez, GAR005373	
238.	March 8, 2018 Motion for Attorney's Fees, GAR009459-9484	
239.	March 12, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006073	
240.	March 13, 2018 email from Douglas Gardner to Jessica Walrath, GAR005386-5387	
241.	March 13, 2018 Opposition to Motion for New Trial, GAR009485-9536	
242.	March 15, 2018 letter from Cara Xidis to Century National, CNIC005995	
243.	March 16, 2018 email from Ignacio Nunez to Douglas Gardner, CNIC006074	

244.	April 3, 2018, letter from Ignacio Nunez to Michael Wall, CNIC006047	
245.	April 3, 2018, email from Michael Wall to Ignacio Nunez, CNIC006072	
246.	April 5, 2018 Notice of Appearance, GAR009591-9593	
247.	April 5, 2018 Reply in Support of Motion for New Trial, GAR009594-9734	
248.	April 9, 2018 Substitution of Counsel, GAR005394-5396	
249.	April 11, 2018 letter from Douglas Gardner to Hon. Judge Jim Crocket, GAR5397	
250.	May 3, 2018 Reply in Support of New Trial, GAR009543-9590	
251.	May 11, 2018 letter from Ignacio Nunez to Douglas Gardner, with attachment, CNIC006044-6046	
252.	May 15, 2018 Notice of Dismissal of Attorney Douglas J. Gardner, GAR009588-9590	
253.	May 16, 2018 Opposition to Plaintiff's Motion for Attorney Fees, GAR009540-9542	
254.	June 13, 2018 email from Ignacio Nunez to Gilbert Hernandez, CNIC006048	
255.	July 18, 2018 letter from Cara Xidis to Ignacio Nunez, CNIC005982	
256.	July 18, 2018 letter from Cara Xidis to Gilbert Hernandez, CNIC005985	
257.	Jury 24, 2018 letter from John Johnson, Jr. to Christopher Fagan, CNIC005980-5981	
258.	July 26, 2018 letter from Cara Xidis to Ignacio Nunez, CNIC005983-5984	
259.	July 26, 2018 letter from Cara Xidis to Gilbert Hernandez, CNIC005983-5984	
260.	June 27, 2018 from Nelia Ferreira to Ignacio Nunez, with attached filings, CNIC006032-6041	
261.	Jennifer Meachem's witness communication timeline, Exhibit 90 to Deposition of Jennifer Meachem	
262.	Trial Exhibit List, and Exhibits, CNIC004616-5783	
263.	Eighth Judicial District Department 24: Trial Readiness Status Check, CNIC004612-4615	
264.	American Bio Engineers Fee Schedule, CNIC000225	

265.	American Bio Engineers, Justin R. Brink, MSBE curriculum vitae, CNIC000226-232; 5959	
266.	American Bio Engineers Invoicing, CNIC005809-5810; 5927; GAR000095-98, 106, 117, 136, 141, 156, 189	
267.	Record review summary, CNIC001315	
268.	Joseph Schifini billing and receipts, CNIC1772-1777	
269.	Desert Radiologists Invoicing, GAR001204	
270.	McNair & Associates Invoicing, CNIC005928-5930; GAR0000103-105, 118-120, 137-139, 190-192	
271.	Rands, South & Gardner Invoicing, CNIC005815-5820; 5852-5874; 5932-5935; 5965-5978; ALPS000137-138; GAR000071-74, 76-78, 83-84, 90-92, 99-102, 111-116, 122-125, 127-128, 130-135, 142-144, 147-151, 157-159, 161-175, 178-188, 194-205, 207-212, 215-221, 224-228, 5081-5082, 5247-5249	
272.	E-filing Receipt for Defendant's Answer to Plaintiff's Amended Complaint, CNIC005936	
273.	Cozen O'Connor Invoicing, CNIC005811-5814; 5821-5851; 5878-5887; 5890-5901; 5955	
274.	Hutchinson & Steffen Invoicing, CNIC05888-5889; 5902; 5912	
275.	DDS Legal Support Systems, Inc. Invoicing, CNIC005907; 5911	
276.	Evolve Deposition Invoicing, CNIC005931; GAR000107, 121, 140, 193	
277.	Eighth Judicial District Court Invoicing, CNIC005908; GAR000152	
278.	Jury Meal voucher receipts, CNIC005909-5910; GAR000153-154	
279.	Protocol Insurance Services Invoicing, CNIC005914-5918; 5921-5925; 5960-5964	
280.	Ronald Kong Invoicing and Payment, GAR000079-80	
281.	Med-R Invoicing and Payment, GAR00085-86	
282.	Precision Risk checks, GAR000075, 82, 89, 129, 145, 155, 160, 177, 206, 213-214, 222-223	
283.	Esquire Deposition Solutions Invoicing and Payment, GAR000087-88	
284.	ACE Executive Services, LLC, GAR000110, 146	
285.	Daniel Dominguez payment, GAR000108	

286.	Century-National Insurance Company disbursement reports, CNIC005953-5954	
287.	ITS:Find Notes/Reminders, CNIC006564-6569; GAR000055-000066	
288.	ITS:Find More Notes/Reminders, CNIC006726-6755	
289.	NEMA Policy, CNIC006756-6879	
290.	Initial Case Analysis blank form and Efficient Use of Legal Effort, GAR000008-000014	
291.	Mark B. Kabins Curriculum Vitae and Fee Schedule, GAR001038-1046	
292.	Gardner Trial Folder Documents, GAR002589-003002	
293.	Ferris v. Nema Trial Exhibit List, GAR003003-3009	
294.	Ferris v. Nema Trial Exhibits 1-57, GAR003010-4170	
295.	Dawn Cook, RN, CNLCP, CLCP, Curriculum Vitae	
296.	May 31, 2019, Dawn Cook, Preliminary Past Medical Bill Review for Ms. Antoinette Ferris,	
297.	Benjamin Ewers PhD, PE, Curriculum Vitae	
298.	July 2, 2019, Benjamin Ewers Report	
299.	Jason Garber, MD, Curriculum Vitae	
300.	June 3, 2019, Jason Garber Report	
301.	Steven Hake, MD, Curriculum Vitae	
302.	June 1, 2019, Steve Hake, Independent Radiology Review	
303.	Dennis Kennedy, Curriculum Vitae	
304.	June 3, 2019, Dennis Kennedy Report	
305.	Kevin Kirkendall, Curriculum Vitae	
306.	May 31, 2019, Kevin Kirkendall Report	
307.	William Reeves, Curriculum Vitae	
308.	May 31, 2019, William Reeves Report	
309.	Ricky Sarkisian, Curriculum Vitae	
310.	May 31, 2019, Ricky Sarkisian Report	
311.	May 22, 2019, Ricky Sarkisian File Memorandum	
312.	Peter Zande, Curriculum Vitae	
313.	May 29, 2019, Peter Zande Report	
314.	June 10, 2010 Arizona Medical Board In the Matter of Mark B. Kabins, MD.	
315.	September 1, 2011 Final Decision on Review of Administrative Law Judge Decision, re Mark B. Kabins, MD	
316.	January 2018 Indictment – United States v. Jeffrey David Gross	
Exhibit No.	Description of Evidence Against Gardner Defendants and ALPS	
317.	NEMA Policy, CNIC006756-6879	ALPS

318.	April 19, 2019, Gardner Defendants' Responses to Plaintiffs' Request for Production of Documents	ALPS
319.	Century-National Insurance Company Agency Agreement, CNIC005790-5805	ALPS
320.	Century National General Liability Limits Form, CNIC006472	ALPS
321.	Century National and Pacific Pioneer Insurance Company Reinsurance Agreement, CNIC006704-6725	ALPS
322.	UCA General Balance Sheet 8/31/2018 and 9/30/2018, CNIC006726	ALPS
323.	Pacific Pioneer Insurance Company Balance Sheets, CNIC006727-6728	ALPS
324.	Stock Purchase Agreement, CNIC007011-7092	ALPS
325.	Precision Risk Litigation Guidelines, CNIC00688-6921	ALPS
326.	Precision Risk Litigation Manual, CNIC006922-6984	ALPS
327.	Precision Risk Claims Services Agreement, CNIC006986-7010	ALPS
328.	Insurance Declaration Sheet, ALPS000028	ALPS
329.	Omitted	
330.	ALPS Redacted Claim File Notes, ALPS000414-000428	ALPS
331.	March 13, 2018 email from Stacey Smith to Fagan, ALPS000380-383	ALPS
332.	March 19, 2018 email from Fagan to Gardner, ALPS000315	ALPS
333.	April 9, 2018 email from Fagan to Gardner, ALPS000316-317	ALPS
334.	April 11, 2018 email from Fagan to Gardner, ALPS000318-19	ALPS
335.	April 11, 2018 email from Gardner to Fagan, ALPS000320-322	ALPS
336.	April 12, 2018 email from Fagan to Gardner, ALPS000323-325	ALPS
337.	April 12, 2018 email from Gardner to Fagan, ALPS000326-329	ALPS
338.	April 18, 2018 letter from Johnson Jr. to Fagan, with Exhibits A-Z, CNIC006334-6471	ALPS
339.	April 24, 2018 email from Johnson Jr. to Fagan, ALPS000053-54	ALPS
340.	April 26, 2018 email exchange between Fagan and Johnson Jr, ALPS000055-59	ALPS
341.	April 27, 2018 email exchange between Fagan and Johnson Jr, ALPS000060-62	ALPS
342.	April 27, 2018 email exchange with Theresa Thompson, Fagan and Johnson, Jr., ALPS000063-67	ALPS

343.	April 30, 2018 email exchange with Theresa Thompson, Fagan and Johnson, Jr., ALPS000068-76	ALPS
344.	April 30, 2018 email from Fagan to Gardner, ALPS000330-333	ALPS
345.	April 30, 2018 email from Fagan to Gardner, ALPS000334-335	ALPS
346.	April 30, 2018 email from Fagan to Gardner, ALPS000336-338	ALPS
347.	May 1, 2018 email exchange with Theresa Thompson, Fagan and Johnson, Jr., ALPS000077-81	ALPS
348.	May 2, 2018 email exchange with Theresa Thompson, Fagan and Johnson, Jr., ALPS000082-88	ALPS
349.	May 4, 2018 email from Theresa Thompson to Fagan, with attachments, ALPS000089-121	
350.	May 4, 2018 email exchange with Theresa Thompson, Fagan and Johnson, Jr., ALPS000122-128	ALPS
351.	May 7, 2018 email exchange with Theresa Thompson, Fagan and Johnson, Jr., ALPS000129-136; 139-149	ALPS
352.	May 11, 2018 letter from Ignacio Nunez to Douglas Gardner, with attachment, CNIC006044-6046	ALPS
353.	May 11, 2018 letter from Johnson Jr. to Fagan, CNIC006330-6331	ALPS
354.	May 17, 2018 email from Fagan to Gardner with attachment, ALPS000339-343	ALPS
355.	May 17, 2018 email exchange between Gardner and Fagan, ALPS000344-350	ALPS
356.	May 17, 2018 email exchange between Johnson Jr. and Fagan, ALPS000159-169	ALPS
357.	May 21, 2018 letter from Johnson Jr. to Fagan, CNIC006325-6326; ALPS000171-172	ALPS
358.	May 21, 2018 email from Fagan to Johnson Jr., ALPS000173-174	ALPS
359.	May 21, 2018 email from Fagan to Gardner, ALPS000384—385	ALPS
360.	June 4, 2018 email from Fagan to Gardner, ALPS000351-352	ALPS
361.	June 4, 2018 email from Johnson Jr. to Fagan, ALPS000175	ALPS
362.	June 4, 2018 letter from Fagan to Gardner, ALPS000353-354	ALPS
363.	June 4, 2018 letter from Fagan to Gardner, ALPS000360-361	ALPS
364.	June 4, 2018 email from Fagan to Fagan, ALPS000386-388	ALPS

365.	June 5, 2018 email from Fagan to Rob Tameler, ALPS000389	
366.	June 6, 2018 email exchange between Fagan and Johnson Jr., ALPS000176-178	ALPS
367.	June 13, 2018 email from Fagan to Gardner, ALPS000362-368	ALPS
368.	June 14, 2018 letter from Johnson Jr. to Fagan, CNIC006317-6318; ALPS000180-181	ALPS
369.	June 21, 2018 letter from Johnson Jr. to Fagan, CNIC006315-6316; ALPS000001-2; 190-191	ALPS
370.	June 21, 2018 email exchange between Fagan and Johnson Jr., ALPS000187- 188; 192-193	ALPS
371.	June 22, 2018 email from Fagan to Gardner, ALPS000393	
372.	June 22, 2018 email from Fagan to Gardner and Rands, ALPS000393-398	ALPS
373.	June 22, 2018 email exchange between Johnson Jr. and Fagan, with attachment, ALPS000194-197	
374.	June 27, 2018 email from Fagan to Rob Tameler and David Bell, ALPS000399	
375.	June 27, 2018 email from Rob Tameler to Fagan, ALPS000400	
376.	June 27, 2018 Claim Action Summary, ALPS000401-403	ALPS
377.	June 27, 2018 email from Douglas Rands to Fagan, ALPS000369	ALPS
378.	June 27, 2018 email exchange between Gardner and Fagan, ALPS000371-374	ALPS
379.	June 27, 2018 correspondence from Fagan to Johnson Jr, ALPS000003-5	ALPS
380.	June 27, 2018 email exchange between Johnson Jr. and Fagan, ALPS000198- 212	ALPS
381.	June 27, 2018 email from Fagan to Gardner, ALPS000375	ALPS
382.	June 28, 2018 email from Fagan to Rob Tameler, ALPS000404-405	ALPS
383.	June 28, 2018 email exchange between Johnson Jr. and Fagan, ALPS000213- 228	ALPS
384.	June 29, 2018 email exchange between Johnson Jr. and Fagan, ALPS000229- 235	ALPS
385.	July 16, 2018 email from Fagan to Johnson Jr., ALPS000236	ALPS
386.	July 16, 2018 email from Johnson Jr. to Fagan, ALPS000243	ALPS
387.	July 16, 2018 email from Fagan to Johnson Jr., ALPS000250	ALPS

388.	July 16, 2018 email from Fagan to Johnson Jr., ALPS000257	ALPS
389.	July 16, 2018 email from Johnson Jr. to Fagan, ALPS000264	
390.	July 16, 2018 email from Johnson Jr. to Fagan, ALPS000272	ALPS
391.	July 16, 2018 email from Fagan to Johnson Jr., ALPS000280	ALPS
392.	July 16, 2018 email from Johnson Jr. to Fagan, ALPS000288	ALPS
393.	July 16, correspondence from Fagan to Johnson Jr, ALPS000006-10	ALPS
394.	July 16, correspondence from Johnson Jr to Fagan, ALPS000011-17	ALPS
395.	July 17, 2018 email from Johnson Jr. to Fagan, ALPS000297-298	ALPS
396.	July 18, 2018 NEMA Settlement Conference Statement with attached Order and Daniel Dominguez Transcript, CNIC006255-6297	ALPS
397.	July 24, 2018 email from Ed Wrzesien to Fagan, ALPS000406	
398.	July 24, 2018 email from Fagan to Kristine Redli, ALPS000376	
399.	July 24, 2018 email from Kristine Redli to Fagan, ALPS000407-408	ALPS
400.	July 24, 2018 letter from Johnson Jr to Fagan, CNIC006473-6474; ALPS000300-301	ALPS
401.	July 31, 2018 letter from Fagan to Johnson, CNIC006303-6304	ALPS
402.	August 7, 2018 email from Johnson to Fagan, ALPS000302	
403.	August 9, 2018 email from Johnson to Fagan, ALPS000303	
404.	August 9, 2018 correspondence from Fagan to Johnson, ALPS000023	ALPS
405.	August 10, 2018 email from Johnson to Fagan, ALPS000304-305	ALPS
406.	August 15, 2018 Settlement Agreement, CNIC006525	ALPS
407.	September 2018 Checks Payable to Injury Lawyer of Nevada Trust Account, CNIC005806-5808	ALPS
408.	September 7, 2018 Settlement Agreement, CNIC006241-6252	ALPS
409.	September 10, 2018 receipt of checks payable to Injury Lawyers, CNIC006236-6239	ALPS
410.	Stock Purchase Agreement Dated as of November 15, 2019, bate stamped CNIC007011-007092	ALPS
411.	February 12, 2019, ALPS Initial Disclosures	ALPS
412.	April 11, 2019, ALPS's Responses to Plaintiffs' Requests for Production of Documents	ALPS

413.	April 25, 2019, ALPS's First Supplemental Disclosure	ALPS
414.	May 10, 2019, ALPS's Supplemental Responses to Plaintiffs' Requests for Production of Documents	ALPS
415.	October 3, 2019, ALPS's Fourth Supplemental Disclosure	ALPS
416.	October 4, 2019, ALPS's Fourth Supplemental Disclosure	ALPS
417.	October 29, 2019, ALPS's Second Supplemental Responses to Plaintiffs' Requests for Production of Documents	ALPS
No.	Exhibits in Support of Gardner Defendants	
418.	March 6, 2018 email from Ignacio Nunez to Douglas Gardner, GAR0009843	
419.	February 21-22, 2018 email chain between Douglas Gardner, Ignacio Nunez, Lin Lan, and Michael Wall, GAR009844 – GAR009849	
420.	February 8, 2018 email chain between Douglas Gardner and Ignacio Nunez, GAR009850-GAR009851	
421.	February 15, 2018 letter from Cara Xidis to Douglas Gardner, GAR0009852-GAR009853	
422.	February 6, 2018 email chain between Douglas Gardner and Ignacio Nunez, GAR0009854 – GAR009857	
423.	February 8, 2018 email between Ignacio Nunez, Douglas Gardner, Lin Lan, and Michael Wall GAR0009858	
424.	February 1, 2018 emails between Ignacio Nunez, Lin Lan, and Michael Wall GAR009859 – GAR009860	
425.	January 30, 2018 letter to Ignacio Nunez from Cara Xidis, GAR009865	
426.	January 25, 2018 email from Ignacio Nunez to Douglas Gardner, GAR0009866	
427.	January 22, 2018 email from Ignacio Nunez to Douglas Gardner, GAR009867	
428.	January 19, 2018 email from Ignacio Nunez to Douglas Gardner, GAR009868	
429.	January 17 - 18, 2018 email chain between Douglas Gardner to Ignacio Nunez, GAR009880 – GAR009884	
430.	January 12, 2018 email from Ignacio Nunez to Douglas Gardner, GAR009885	
431.	January 12, 2018 email from Ignacio Nunez to Douglas Gardner, GAR009887	
432.	January 11, 2018 email from Douglas Gardner to Ignacio Nunez, GAR009888	
433.	January 4, 2018 email from Douglas Gardner to Ignacio Nunez, GAR009894 – GAR009899	
434.	Email and attachment from Elaine Johnson to Ignacio Nunez, GAR0009912 – GAR009915	
435.	October 13, 2017 email from Ignacio Nunez to Douglas Gardner, GAR0009916	
436.	August 22, 2017 email and attachment from Jennifer Meacham to Ignacio Nunez, et. al., GAR009924 – GAR009928	
437.	July 13, 2017 email from Douglas Gardner to Shannon McNair, GAR0009929 – GAR009930	
438.	July 12, 2017 email and attachment from Jennifer Meacham to Ignacio Nunez, GAR009931 – GAR009940	
439.	June 29, 2017 email from Douglas Gardner to Ignacio Nunez, GAR009962 – GAR009963	
440.	May 7, 2016 letter from Ignacio Nunez to Douglas Gardner, GAR009965 – GAR009966	

441.	Email chain and attachments concluding May 4, 2016 between Heidi Sanchez, Lois Hogan, Diana O'Mara and C.H Insurance Agency, GAR009969 – GAR009975	
442.	October 5, 2015 letter from Vincent Panko to Heidi Sanchez, GAR009979	
443.	Email chain concluding September 22, 2014 between Vincent Panko to Heidi Sanchez, GAR009985 - GAR009990	
444.	June 25, 2014 letter from Vincent Panko to Heidi Sanchez, GAR009991	
445.	Protocol Insurance Services Documents, GAR009994 – GAR009997	
446.	Precision Risk Management Outside Adjusters Assignment Instructions, GAR009999 – GAR010001	
447.	Email chain concluding July 14, 2014 between Raene O'neil and Margarite Lozano GAR010002	
448.	General Liability Notice of Occurrence/Claim GAR010003 – GAR010004	
449.	Field Notes/Reminders GAR009735 – GAR009764	
450.	Rands, South & Gardner Invoices to Precision Risk Management, GAR009768 – GAR009775	
451.	DDS Services Invoice, GAR009776	
452.	January 24, 2018 Eighth Judicial District Court Letter/Invoice Eighth Judicial District Court Administration Jury Meal Voucher for Capriottis, GAR009777 – GAR009779	
453.	DDS Services Invoice, GAR009780	
454.	Hutchison & Steffan Invoice, GAR009781 – GAR009784	
455.	FedEx Shipment Receipt, GAR009785	
456.	Eighth Judicial District Court Jury Trial Schedule, GAR000787	
457.	Protocol Insurance Services Invoice, GAR009789 – GAR009793	
458.	July 19, 2016 Protocol Insurance Services letter to Douglas Gardner and enclosed claim documents GAR009794 – GAR009839	
459.	Pacific Pioneer Insurance Company Organizational Chart – LAN Exhibit C	